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इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।

Separate paging is given to this Part in order that it may be filed as a separate compilation.

भाग II—खण्ड 3—उपखण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों और (संघ क्षेत्र प्रशासन को छोड़कर) केन्द्रीय प्राधिकरणों द्वारा जारी किये गये विधिक आदेश और अधिसूचनाएँ।

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).

SHRAM AUR PUNARVAS MANTRALAYA

(Shram Aur Rozgar Vibhag)

New Delhi, the 5th June 1971

S.O. 2458.—In exercise of the powers conferred by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948, the Central Government hereby makes the following further amendment to the Visakhapatnam Unregistered Dock Workers (Regulation of Employment) Scheme, 1968, the same having been previously published as required by the said sub-section, namely:—

1. This Scheme may be called the Visakhapatnam Unregistered Dock Workers (Regulation of Employment) Amendment Scheme, 1970

2. In clause 17 of the Visakhapatnam Unregistered Dock Workers (Regulation of Employment) Scheme, 1968 (hereinafter referred to as the said Scheme) in sub-clause (2), under the heading "Category C", after item "(5) Sampling Workers", the following items shall be added, namely:—

"(6) Deck sweepers/hatch cleaners.

(7) Gunny Clerks."

3. In the Schedule to the said Scheme, under heading "Category C", after item "(5) Sampling Workers", the following items shall be added, namely:—

"(6) Deck sweepers/hatch cleaners.

(7) Gunny Clerks."

[No. 55/1/70-Fac.II.]

AJIT CHANDRA, Under Secy.

**श्रम, रोजगार और पनर्वसि मंत्रालय**

**(श्रम और रोजगार विभाग)**

नई दिल्ली, 5 जून, 1971]

**क्र०आ० 5458.**—विशाखापत्तनम अरजिस्ट्रीकृत डॉक कर्मकार (नियोजन का विनियमन) स्कीम 1968 में और आगे संशोधन करने के लिए एक स्कीम का निम्नलिखित प्रारूप, जिसे केन्द्रीय सरकार डॉक कर्मकार (नियोजन का विनियमन) अधिनियम, 1948 (1948 का 9) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, बनाने की प्रस्थापना करती है, उक्त उपधारा की अपेक्षानुसार उन सभी व्यक्तियों की सूचना के लिए प्रकाशित किया जाता है जिनका उसके द्वारा प्रभावित होना संभाव्य है; और एतद्वारा सूचना दी जाती है कि उक्त प्रारूप पर या उसके पश्चात् विचार किया जाएगा :

उक्त प्रारूप के बारे में किसी भी व्यक्ति से इस प्रकार विनिर्दिष्ट तारीख से पूर्व प्राप्त होने वाले आक्षेपों या सुझावों पर केन्द्रीय सरकार द्वारा विचार किया जाएगा :

**प्रारूप स्कीम**

1. यह स्कीम विशाखापत्तनम अरजिस्ट्रीकृत डॉक कर्मकार (नियोजन) का विनियमन संशोधन स्कीम, 1970 कही जा सकेगी :

2. विशाखापत्तनम अरजिस्ट्रीकृत डॉक कर्मकार (नियोजन का विनियमन) स्कीम, 1968 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के खंड 17 के उपखंड (2) में शीर्षक "प्रवर्ग ग" के नीचे मद "5 सैम्पलिंग कर्मकार" के पश्चात् निम्नलिखित मदें जोड़ी जाएंगी, अर्थात् :—

“(6) डेक जमादार/फलका साफ करने वाले (हेच क्लीनर्स)

(7) गनी लिपिक”

3. उक्त स्कीम की अनुसूची में, शीर्षक "प्रवर्ग ग" के नीचे मद ("5) सैम्पलिंग कर्मकार" के पश्चात् निम्नलिखित मदें जोड़ी जाएंगी, अर्थात् :—

“(6) डेक जमादार/फलका साफ करने वाले (हेच क्लीनर्स)

(7) गनी लिपिक” ।

[सं० 55(1)/70-फं०-II]

अजित चन्द्र, अव्वर सचिव ।

**(Shram Aur Rozgar Vibhag)**

**New Delhi, the 7th June 1971**

**S.O. 2459.**—Whereas the State Government of Punjab, has, in pursuance of clause (d) of sub-section (1) of section 10 of the Employees' State Insurance Act, 1948 (34 of 1948), nominated Dr. Harmel Singh, Director Health and Family Planning, Government of Punjab, to be a member of the Medical Benefit Council in place of Dr. Moti Singh;

Now, therefore, in pursuance of sub-section (1) of section 10 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following further amendment in the notification of the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 2899, dated the 27th September, 1966, namely:—

In the said notification, under the heading "[Nominated by the State Governments concerned under clause (d) of sub-section (1) of section

10]", for the entry against item (14), the following entry shall be substituted, namely:—

"Dr. Harmel Singh,  
Director, Health and Family Planning,  
Government of Punjab, Chandigarh."

[No. F. 3/3/69-HI.]

(श्रम और रोजगार विभाग)

नई दिल्ली, 7 जून, 1971

एस० ओ० 2459.—यतः पंजाब राज्य सरकार ने कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 10 की उपधारा (1) के खंड (घ) के अनुसरण में, डा० हरमेल सिंह, निदेशक, स्वास्थ्य और परिवार नियोजन, पंजाब सरकार को डा० मोती सिंह के स्थान पर चिकित्सा प्रसुविधा परिषद् का सदस्य नामनिर्देशित किया है :

अतः, अब, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 10 की उपधारा (1) के अनुसरण में केन्द्रीय सरकार भारत सरकार के श्रम, रोजगार और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना संख्या का० आ० 2899, तारीख 27 सितम्बर, 1966 में एतद्द्वारा निम्नलिखित संशोधन और करती है, अर्थात् :—

उक्त अधिसूचना में, "धारा 10 की उपधारा (1) के खंड (घ) के अधीन सम्बन्धित राज्य सरकारों द्वारा नामनिर्देशित" शीर्षक के नीचे मद (14) के सामने की प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि अन्तःस्थापित की जाएंगी, अर्थात् :—

"डा० हरमेल सिंह,  
निदेशक, स्वास्थ्य और परिवार नियोजन,  
पंजाब सरकार, चण्डीगढ़ ।"

[सं० फा० 3/3/69-एच० आई०]

New Delhi, the 9th June 1971

**S.O. 2466.**—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Suri and Nayar Private Limited, 18, Government Industrial Estate, Kandivli West, Bombay, 67 NB have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of January, 1970.

[No. S. 35017/(2)/71PF.II(i).]

नई दिल्ली, 9 जून, 1971

का०आ० 2460.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स सूरी और नायर प्राइवेट लिमिटेड, 18, सरकारी औद्योगिक एस्टेट, कन्डीवली, पश्चिम, मुम्बई, 67 एनबी नामक स्थापन स सम्बद्ध नियोजक और कर्मचारियों की बहु संख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और परिवार पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किये जाने चाहिए ;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1970 के जनवरी के प्रथम दिन को प्रवृत्त हुई समझी जाएगी :

[सं०एस-35017(2)/71-पी० एफ० 2 (i)]

**S.O. 2461.**—In exercise of the powers conferred by first proviso to section 6 of the Employees' Provident Funds and Family Pension Funds Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies with effect from the 1st January, 1970 the establishment known as Messrs Suri and Nayar Private Limited, 18, Government Industrial Estate, Kandivli West, Bombay-67 NB for the purposes of the said proviso.

[No. S.35017(2)/71-PF.II(ii).]

**का० प्रा० 2461.**—कर्मचारी भविष्य निधि और परिवार पेंशन निधि अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार इस विषय में आवश्यक जांच कर लेने के पश्चात् एतद्वारा मैसर्स सूरी और नायर प्राइवेट लिमिटेड, 18, सरकारी औद्योगिक एस्टेट, कन्डीवली पश्चिम, मुम्बई-67 एन बी नामक स्थापन को 1 जनवरी, 1970 से उक्त परन्तक के प्रयोजनों के लिए विनिर्दिष्ट करती है :

[सं० एस-35017(2)/71-पी० एफ० 2(ii)]

**S.O. 2462.**—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Meswani Trading Company, 19, Keshavji Naik Road, Chinch Bunder, Bombay-9 have agreed that the provisions of the Employees Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of January, 1970.

[No. 8(277)/70-PF.II(1).]

**का० प्रा० 2462.**—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स मेसवानी ट्रेडिंग कम्पनी, 19, केशवजी नायक रोड, चिंच मुन्दर, मुम्बई-9 नामक स्थापना से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि तथा परिवार पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किये जाने चाहिए ;

अतः अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1970 की जनवरी के प्रथम दिन को प्रवृत्त हुई समझी जाएगी।

[संख्या 8(277)/70-पी० एफ०-2(i)]

**S.O. 2463.**—In exercise of the powers conferred by first proviso to section 6 of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies with effect from the 1st January, 1970 the establishment known as Messrs Meswani Trading Company, 19, Keshavji Naik Road, Chinch Bunder Bombay-9 for the purposes of the said proviso.

[No. 8(277)/70-PF.II(ii).]

का० अ० 2463.—कर्मचारी भविष्य निधि तथा परिवार पेन्सन निधि अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार इस विषय में आवश्यक जांच कर लेने के पश्चात् एतद्द्वारा मेसर्स मेसवानी ट्रेडिंग कम्पनी, 19, केशवजी नायक रोड, चिंच बन्दर, मुम्बई-9 नामक स्थापन को प्रथम जनवरी, 1970 से उक्त परन्तुक के प्रयोजनों के लिए विनिर्दिष्ट करती है।

[सं० 8(277)/70-पी० एफ० 2 (ii)]

S.O. 2464.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Anil Textiles, 19, Keshavji Naik Road, Chinch Bunder, Bombay-9 have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of January, 1970.

[No. 8(283)/70-PF.II(i).]

का० अ० 2464—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मेसर्स अनिल टेक्सटाइल्स, 19, केशवजी नायक रोड, चिंच बन्दर मुम्बई-9 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और परिवारपेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्द्वारा लागू करती है।

यह अधिवृत्तना 1970 के जनवरी के प्रथम दिन को प्रवृत्त हुई समझी जाएगी।

[सं० 8(283)/70-पी० एफ०-2-(i)]

S.O. 2465.—In exercise of the powers conferred by first proviso to section 6 of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies with effect from the 1st January, 1970 the establishment known as Messrs Anil Textiles, 19, Keshavji Naik Road, Chinch Bunder, Bombay-9 for the purposes of the said proviso.

[No. 8(283)/70-PF.II(ii).]

का० अ० 2465—कर्मचारी भविष्य निधि और परिवारपेंशन निधि अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार इस विषय में आवश्यक जांच कर लेने के पश्चात् एतद्द्वारा मेसर्स अनिल टेक्सटाइल्स, केशवजी नायक रोड, चिंच बन्दर, मुम्बई-9 नामक स्थापन को 1 जनवरी, 1970 से उक्त परन्तुक के प्रयोजनों के लिए विनिर्दिष्ट करती है।

[सं० 8 (283) 70-पी० एफ०-2 (ii)]

S.O. 2466.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Surat District Co-operative Milk Producers Union Limited, Sumuldan Factory, Chalthan, District Surat, Gujarat have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund, Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall come into force on the thirty-first day of March, 1971.

[No. 8(289)/70-PF.II(1).]

का० आ० 2466.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मेसर्स सूरत जिला सहकारी दुग्ध निर्माता संघ लिमिटेड, सुमुलदान कारखाना, चलयान, जिला सूरत, गुजरात नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और परिवार पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः अब, अधिनियम की धारा 1 को उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1971 के मार्च, के इक्कीसवें दिन को प्रवृत्त, होगी।

[सं० 8 (289)/70-पी० एफ०-1(i)]

S.O. 2467.—In exercise of the powers conferred by first proviso to section 6 of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies with effect from the 31st March, 1971 the establishment known as Messrs Surat District Co-operative Milk Producers Union Limited, Sumuldan Factory, Chalthan, District Surat, Gujarat for the purposes of the said proviso.

[No. 8(289)/70-PF.II(ii).]

का० आ० 2467.—कर्मचारी भविष्य निधि और परिवार पेंशन निधि अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार इस विषय में आवश्यक जांच कर लेने के पश्चात् एतद्वारा मेसर्स सूरत जिला सहकारी दुग्ध निर्माता संघ लिमिटेड, सुमुलदान कारखाना, चलयान, जिला सूरत गुजरात नामक स्थापन को 31 मार्च, 1971 से उक्त परन्तुक के प्रयोजनों के लिए विनिर्दिष्ट करती है।

[सं० 8 (289)/70-पी० एफ०-2 (ii)]

S.O. 2468.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Coventry Tea and Engineering Company Private Limited, 23, Ganesh Chandra Avenue, Calcutta-13 have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirty-first day of December, 1969.

[No. 8(279)/70-PF.II.]

का० आ० 2468.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मेसर्स कांवेन्टरी टी एंड इंजीनियरिंग कंपनी प्राइवेट लिमिटेड, 23, गणेश चन्द्र एव्यू, कलकत्ता-13 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और परिवार पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहियें ;

अतः अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1969 के दिसम्बर के इक्कीसवें दिन को प्रवृत्त हुई समझी जायेगी।

[सं० (827) 970-पी० एफ०-2]

**S.O. 2469.**—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Tatakem Co-operative Stores Limited, Mithapur, District Jamnagar have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall come into force on the thirty-first day of May, 1971.

[No. S. 35019/13/71-PF-II.]

का० प्रा० 2469—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मेसर्स टाटाकेम कोऑपरेटिव स्टोर्स लिमिटेड, मिथापुर, जिला जामनगर नामक स्थापन से सम्बन्धित नियोजक और कर्मचारियों के बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहियें;

अतः अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1971 मई के इक्कीसवें दिन को प्रवृत्त होगी।

[संख्या एस० 35019(13)/71-पी० एफ० 2]

**S.O. 2470.**—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Railway Employees' Consumers Co-operative Society Limited, Bangalore-23 have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of October, 1970.

[No. 8(266)/70-PF-II.]

का० प्रा० 2470—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मेसर्स रेलवे एम्प्लायीज कन्ज्यूमर्स कोऑपरेटिव सोसायटी लिमिटेड, बंगलौर-23 नामक स्थापन से सम्बन्धित नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और परिवार पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किये जाने चाहियें;

अतः अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1970 के अक्टूबर के प्रथम दिन को प्रवृत्त हुई समझी जायेगी।

[संख्या 8(266)/70-पी० एफ०-2]

**S.O. 2471.**—Whereas it appears the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Dipti Textile, Krishna Kunj, Flat No. 21, 7th Floor, Walkeshwar, Bombay-6 have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of January, 1970.

[No. 8(280)/70-PF-II(1).]

**का० आ० 2471**—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मेसर्स दिप्ति टेक्सटाइल, कृष्ण कुंज, फ्लैट सं० 21, सातवीं मंजिल, वाकेश्वर, मुम्बई-6 नामक स्थापन से सम्बन्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और परिवार पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किये जाने चाहियें;

अतः अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1970 की जनवरी के प्रथम दिन को प्रवृत्त हुई समझी जायेगी :

[संख्या 8(280)/70-पी० एफ० 2(i)]

**S.O. 2472.**—In exercise of the powers conferred by first proviso to section 6 of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies with effect from the 1st January, 1970 the establishment known as Messrs Dipti Textile, Krishna Kunj, Flat No. 21, 7th Floor, Walkeshwar, Bombay-6 for the purposes of the said proviso.

[No. 8(280)/70-PF-II(1).]

**का० आ० 2472**—कर्मचारी भविष्य निधि और परिवार पेंशन निधि अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार इस विषय में आवश्यक जांच कर लेने के पश्चात् एतद्वारा मेसर्स दिप्ति टेक्सटाइल, कृष्ण कुंज, फ्लैट सं० 21, सातवीं मंजिल, वाकेश्वर, मुम्बई-6 नामक स्थापन को प्रथम जनवरी, 1970 से उक्त परन्तुक के प्रयोजनों के लिये विनिर्दिष्ट करती है।

[सं० 8(280)/70-पी० एफ० 2(ii)]

**S.O. 2473.**—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Amul Opticians, 666/1, Gandhi Road, Ahmedabad have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirty-first day of December, 1969.

[No. 8(272)/70-PF-II.]

**का० आ० 2473**—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मेसर्स अमूल ऑप्टीसियन्स, 666/1, गांधी रोड, अहमदाबाद नामक स्थापन से सम्बन्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और परिवार पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किये जाने चाहियें;



अतः अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्द्वारा लागू करती है।

यह अधिसूचना 1969 के दिसम्बर, के इकत्तीसवें दिन प्रवृत्त हुई समझी जाएगी।

[सं० 8(272)/70-पी० एफ०-2]

**S.O. 2474.**—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Everest Engineering Industries, Plot B-28 Road 22, Industrial Estate Wagle Wadi, Thana have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the Twenty-eighth day of February, 1970.

[No. 8(273)/70-PF.II.]

**का० आ० 2474.**—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मेसर्स एवरेस्ट इंजीनियरिंग इंडस्ट्रीज, प्लॉट बी-26 रोड 22, इंडस्ट्रियल एस्टेट बागले वाडी, थाना नामक स्थापन से सम्बन्धित नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और परिवार पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किये जाने चाहियें ;

अतः अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्द्वारा लागू करती है।

यह अधिसूचना 1970 की फरवरी के अठ्ठाइसवें दिन को प्रवृत्त हुई समझी जाएगी।

[संख्या 8(273)/70-पी० एफ०-2]

**S.O. 2475.**—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Jubela Marine Corporation, Mon Repos, Arthur Bunder Road, Colaba, Bombay-5 have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment.

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of April, 1970.

[No. 8(278)/70-PF.II(1).]

**का० आ० 2475.**—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मेसर्स जुबेला मेरिन कार्पोरेशन, मान रेपास, आर्थर बन्दर रोड, कोलाबा, मुम्बई-5 नामक स्थापन से सम्बन्धित नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और परिवार पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किये जाने चाहिए ;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्द्वारा लागू करती है।

यह अधिसूचना 1970 के अप्रैल के प्रथम दिन को प्रवृत्त हुई समझी जाएगी।

[संख्या 8(278)/70-पी० एफ०-2(i)]

**S.O. 2476.**—In exercise of the powers conferred by first proviso to section 6 of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies with effect from the 1st April, 1970 the establishment known as Messrs Jubela Marine Corporation, Mon Repos, Arthur Bunder Road, Colaba, Bombay-5 for the purposes of the said proviso.

[No. 8(278)/70-PF-II.]

का० आ० 2476.—कर्मचारी भविष्य निधि और परिवार पेंशन निधि अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार इस विषय में आवश्यक जांच कर लेने के पश्चात् एतद्द्वारा जुबेला सेरिन कारपोरेशन, मान रेपास, आर्थर बन्दर रोड, कोलाबा, मुम्बई-5 नामक स्थापन को प्रथम अप्रैल, 1970 से उक्त परन्तुक के प्रयोजनों के लिए विनिर्दिष्ट करती है।

[संख्या 8/278/70-पी० एफ०-2 (ii)]

**S.O. 2477.**—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Golden Stand Oil, Ishwarbhai Patel Road, Goregaon (East), Bombay-63 have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirty-first day of March, 1970.

[No. 8(268)/70-PF-II.]

का० आ० 2477.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मेसर्स गोल्डन स्टैंड आयल, ईश्वर भाई पटेल रोड, गोरेगांव (पूर्व), मुम्बई-63 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और परिवार पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किये जाने चाहिएं ;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्द्वारा लागू करती है।

यह अधिसूचना 1970 के मार्च, के इक्कीसवें दिन को प्रवृत्त हुई समझी जाएगी।

[संख्या 8(268)/70-पी० एफ०-2]

**S.O. 2478.**—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Dental Corporation of India (Porcelain Teeth Division), 187-A, S.V. Road, Bombay-58 including head office at Hamam House, First Floor, Hamam Street, Fort, Bombay-1 have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

This notification shall be deemed to have come into force on the first day of January 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of January, 1970.

[No. 8(269)/70-PF-II.]

का० आ० 2478.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मेसर्स डेन्टल कारपोरेशन आफ इंडिया (पोर्सलेन टीथ डिब्बोजन), 187-ए, एस० बी० रोड, मुम्बई-58 नामक स्थापन, जिसमें इसका हमाम हाउस, पहली मंजिल, हमाम स्ट्रीट, फोर्ट, मुम्बई-1 स्थित प्रधान कार्यालय सम्मिलित है, से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और परिवार पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1970 की जनवरी, के प्रथम दिन को प्रवृत्त हुई समझी जाएगी।

[सं० 8(269)/70-पी० एफ०-2]

S.O. 2479.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Nihalchand Shantikumar, Malgodown, Post Office College Square, Cuttack-3, Orissa have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of May, 1970.

[No. 8(270)/70-PF.II]

का० आ० 2479.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मेसर्स निहालचन्द शान्ति कुमार, मालगोदाम, डाकघर कालेज स्क्वेयर, कटक-3, उड़ीसा नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और परिवार पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किये जाने चाहिए;

अतः, अब, उक्त अधिनियम की धारा 1 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1970 की मई के प्रथम दिन को प्रवृत्त हुई समझी जाएगी।

[संख्या 8(270)/70-पी० एफ०-2]

S.O. 2480.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Sambandam Engineering Works (Private) Limited, 145A, Patel Road, Coimbatore-9 have agreed that the provisions of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of January, 1971.

[No. S. 35019/4/71-PF.II(i).]

का० आ० 2480.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मेसर्स सम्बन्धम इंजीनियरिंग वर्क्स (प्रा०) लिमिटेड, 145 ए, पटेल रोड, कोयम्बटूर-9 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी

भ विषय निधि और परिवार पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किये जाने चाहिये ।

अतः अब उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है ।

यह अधिसूचना 1971 के जनवरी के प्रथम दिन को प्रवृत्त हुई समझी जायेगी ।

[सं० एस०-35019(4)/71-पी० एफ० 2)(i)]

S.O. 2481.—In exercise of the powers conferred by first proviso to section 6 of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952), the Central Government after making necessary enquiry into the matter, hereby specifies with effect from the 1st January, 1971 the establishment known as Messrs. Sambandam Engineering Works (Private) Limited, 145A, Patel Road, Coimbatore-9 for the purposes of the said proviso

[No. S.35019/4/71-PF.II(ii).]

का० प्रा० 2481.—कर्मचारी भविष्य निधि और परिवार पेंशन निधि अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार इस विषय में आवश्यक जांच कर लेने के पश्चात् एतद्वारा मेसर्स सम्बन्धम इंजीनियरिंग वर्क्स (प्रा०) लिमिटेड, 145-ए, पटेल रोड, कोयम्बटूर-9 नामक स्थापन को 1 जनवरी, 1971 से उक्त परन्तुक के प्रयोजनों के लिये विनिर्दिष्ट करती है ।

[सं० एस०-35019(4)/71-पी० एफ०-2 (ii)]

S.O. 2482.—Whereas Messrs. Mahindra Owen Limited, 148 Bombay Poona Road, Pimpri, Poona-18 (hereinafter referred to as the said establishment) has applied for exemption under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Family Pension Fund Act, 1952 (19 of 1952);

And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to the employees therein than those specified in section 6 of the said Act, and the employees are also in enjoyment of other provident fund benefits which on the whole are not less favourable to the employees than the benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the said Scheme) in relation to the employees in any other establishment of a similar character;

Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of section 17 of the said Act, and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme and in pursuance of sub-section (3) of the said section 17, the Central Government hereby directs that,—

- (a) the employer in relation to the said establishment shall pay within fifteen days of the close of the month to the Employees' Provident Fund, Inspection charges at the rate of 0.09 per cent (zero point zero nine per cent) of the pay (basic wages, dearness allowance, retaining allowance, if any, and cash value of food concession admissible thereon) for the time being payable to the employees of the said establishment who would have become members under the said Scheme but for this exemption;
- (b) the said employer shall invest the provident fund contributions in accordance with the directions issued by the Central Government from time to time.

#### THE SCHEDULE

1. The employer shall submit such returns to the Regional Provident Fund Commissioner as the Central Government may, from time to time, prescribe.

2. The employer shall furnish to each employee an Annual Statement of Account or Pass Book.

3. All expenses involved in the administration of the Fund including the maintenance of accounts, submission of accounts and returns, transfer of accumulations, payment of inspection charges etc., shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment a copy of the rules of the Fund as approved by the appropriate Government and, as and when amended, alongwith a translation of the salient points thereof in the language of the majority of the employees.

5. (Statutory Fund) or the Provident Fund where an employee who is already member of the Employees' Provident Fund (Statutory Fund) or the Provident Fund of another exempted establishment is employed in his establishment, the employer shall immediately enrol him as a member of the Fund of the establishment, and accept the past accumulations in respect of such employee and credit to his account.

6. The employer shall enhance the rate of provident fund contribution appropriately if the rate of provident fund contributions for the class of establishments in which his establishment falls is enhanced under the Employees' Provident Funds and Family Pension Fund Act, 1952 so that the benefits under the provident fund scheme of the establishment shall not become less favourable than the benefit provided under the Employees' Provident Funds and Family Pension Fund Act, 1952.

7. The establishment shall submit an audited balance sheet of its provident fund every year to the Regional Provident Fund Commissioner within 3 months of the close of the year.

8. No amendment of the rules of the provident fund shall be made without the previous approval of the Regional Provident Fund Commissioner. Where any amendment is likely to affect adversely the interests of the employees, the Regional Provident Fund Commissioner shall, before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

[No. 11/38/70/PF-II]

का० आ० 2482.—यतः मेसर्स महिन्दर, ओशन लिमिटेड, 148 सुम्बई, पूना रोड, पिम्परी, पूना 18 (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और परिवार पेंशन निधि अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (1) के खंड (क) के अधीन छूट देने के लिये आवेदन किया है ;

और यतः केन्द्रीय सरकार की राय में अभिदाय की दरों की बाबत उक्त स्थापन के भविष्य निधि नियम उसके कर्मचारियों के लिये उन नियमों से कम अनुकूल नहीं है जो उक्त अधिनियम की धारा 6 में विनिर्दिष्ट हैं, और कर्मचारी भविष्य निधि की अन्य प्रसुविधाओं पा रहे हैं जो कर्मचारियों के लिये कुल मिलाकर उन प्रसुविधाओं से कम अनुकूल नहीं हैं, जो उसी प्रकार के किसी अन्य स्थापन के कर्मचारियों के संबंध में उक्त अधिनियम के अधीन और कर्मचारी भविष्य निधि स्कीम, 1952 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन दी जाती है ;

अतः अब, उक्त अधिनियम की धारा 17 की उपधारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, केन्द्रीय सरकार उक्त स्थापन को उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से एतद्द्वारा छूट देती है और उक्त धारा 17 की उपधारा (3) के अनुसरण में केन्द्रीय सरकार एतद्द्वारा निदेश देती है कि —

(क) उक्त स्थापन से सम्बद्ध नियोजक उक्त स्थापन के उन कर्मचारियों को, जो, यदि यह छूट न दी गई होती तो, उक्त स्कीम के अधीन सदस्य हो गये

होते, तत्समय देय वेतन के (आधारीक मजदूरी, मंहगाई भत्ता, प्रतिधारण भत्ता, यदि कोई हो, और उस पर अनुज्ञेय खाद्य रियायत का नकद मूल्य) 0.09 (शून्य दशमलव शून्य नौ) प्रतिशत की दर से निरीक्षण-प्रभार भासान्त के पन्द्रह दिन के भीतर कर्मचारी भविष्य निधि को देगा ;

(ख) उक्त नियोजक भविष्य निधि अभिदायों को, केन्द्रीय सरकार द्वारा समय-समय पर निकाले गये निदेशों के अनुसार, विनिहित करेगा ।

### अनुसूची

1. नियोजक प्रादेशिक भविष्य निधि आयुक्त को वे विवरणियां भेजेगा जिन्होंने केन्द्रीय सरकार समय समय पर विहित करे ।

2. नियोजक प्रत्येक कर्मचारी को वार्षिक लेखा विवरण या पास बुक भेजेगा ।

3. निधि के प्रशासन, जिसमें लेखाओं का बनाये रखना लेखाओं और विवरणियों को भेजा जाना, संचयों का अन्तरण, निरीक्षण-प्रभारों आदि का संदाय सम्मिलित हैं, में अन्तर्बलित सभी व्ययों का वहन नियोजक द्वारा किया जायेगा ।

4. नियोजक समुचित सरकार द्वारा अनुमोदित निधि के नियमों की एक प्रति स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा और जब कभी उनमें संशोधन किया जाएगा तब कर्मचारियों की बहुसंख्या की भाषा में उनकी मुख्य-मुख्य बातों का अनुवाद भी प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि (कानूनी निधि) या छूट-प्राप्त किसी अन्य स्थापन की भविष्य निधि का पहले ही से सदस्य है, उसके स्थापन में नियोजित होता है तो नियोजक स्थापन की निधि के सदस्य के रूप में उसकी नाम तुरन्त ही दर्ज करेगा और ऐसे कर्मचारी की बाबत उसके पिछले संघों को स्वीकार करके उन्हें उसके खाते में जमा करेगा ।

6. यदि उस वर्ग के स्थापनों के लिये, जिसमें नियोजक का स्थापन आता है, भविष्य निधि के अभिदायों की दर कर्मचारी भविष्य निधि और परिवार पेंशन निधि अधिनियम, 1952 के अधीन बढ़ा दी जाये तो नियोजक भविष्य निधि के अभिदायों की दर समुचित रूप से बढ़ा देगा ताकि स्थापन की भविष्य निधि स्कीम के अधीन की प्रसुविधाएं उन प्रसुविधाओं से कम अनुकूल न हो जाएं जिनकी व्यवस्था कर्मचारी भविष्य निधि और परिवार पेंशन निधि अधिनियम, 1952 के अधीन है ।

7. स्थापन अपनी भविष्य निधि का संपरीक्षित तुलन-पत्र हर वर्ष प्रादेशिक भविष्य निधि आयुक्त की वर्षान्त के तीन मास के भीतर भेजेगा ।

8. भविष्य निधि नियमों में कोई भी संशोधन भविष्य निधि आयुक्त के पूर्व अनुमोदन बिना नहीं किया जाएगा । जहां किसी संशोधन से कर्मचारियों के हितों पर प्रतिकूल प्रभाव पड़ना संभाव्य हो वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व, कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा ।

[सं० 11/38/70-पी० एक० 2]

**S.O. 2483.**—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Gujarat Yarn and Textile Agents Boghawadi, Station Road, Surat have agreed that the provisions of the Employee's Provident Funds and Family Pension Fund Act, 1952 (10 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall come into force on the thirty first day of May, 1971.

[No. S.35019/12/71-PF.II.]

DALJIT SINGH, Under Secy.

का० प्रा० 2483.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स गुजरात यार्न एण्ड टेक्स्टाइल एजेन्ट्स बोधावाडी, स्टेशन रोड, सूरत नामक स्थापन से सम्बद्ध नियोजक श्रीर कर्मचारियों की बहु संख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और परिवार पेंशन निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है :

वह अधिसूचना 1971 की मई के इक्कीसवें दिन को प्रवृत्त होगी।

[सं० एस०-35019(12)/71-पी० एफ०-2]

दलजीत सिंह, प्रवर सचिव।

(Shram Aur Rozgar Vibhag)

New Delhi, the 8th June 1971

S.O. 2484.—In exercise of the powers conferred by sub-section (3) of section 46 of the Mines Act, 1952 (35 of 1952), the Central Government hereby varies in respect of Chetti Chavadi Jaghir Magnesite Mines belonging to Messrs Dalmia Cement (Bharat) Limited, the hours of employment above ground of women from those specified in the said section to 6 A.M. to 10 P.M. Provided that—

- the women workers are engaged solely for the purpose of removing the spoil heaps;
- proper supervision is provided during all the time the women workers are at work;
- adequate lighting is provided at the place of their work; and
- the women workers are provided with suitable protective foot wear.

[No. 6/6/70-MI]

(श्रम और रोजगार मंत्रालय)

नई दिल्ली, 8 जून, 1971

का० प्रा० 2484.—खान अधिनियम, 1952 (1952 का 35) की धारा 46 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार मैसर्स डालमिया सिमेन्ट (भारत) लिमिटेड की चेट्टी चावकी जगिर् मैग्नेसाइट खान की बाबत स्त्रियों के भूमि के उपर नियोजन के उक्त धारा में विनिर्दिष्ट घंटों में फेरफार करके प्रातः 6 बजे से रात्रि के 10 बजे तक करती है :—

परन्तु यह तब जबकि—

- स्त्री कर्मकार केवल फालतू मिट्टी के ढेरों के हटाने के प्रयोजन के लिए ही लगी हुई हो :

- (ख) उस सारे समय में जब स्त्री कर्मकार काम कर रही हों, उचित पर्यवेक्षण की व्यवस्था की गई हो ;
- (ग) उनके काम के स्थान पर पर्याप्त प्रकाश की व्यवस्था हो ; और
- (घ) स्त्री कर्मकारों को उपयुक्त संरक्षाजुते दिये गये हों :

[सं० 6/6/70-एम. I]

*New Delhi, the 10th June 1971*

**S.O. 2485.**— In pursuance of the provisions of rule 45 of the Fundamental Rules, the President hereby makes the following rules to amend the Office of the Chief Inspector of Mines (Allotment of Residences) Rules, 1968, namely:—

1. These Rules may be called the Office of the Chief Inspector of Mines (Allotment of Residences) Amendment Rules, 1971.
2. In the Office of the Chief Inspector of Mines (Allotment of Residences) Rules, 1968, (hereinafter referred to as the said Rules) for the words "Office of the Chief Inspector of Mines" and "Chief Inspector of Mines", wherever they occur, the words "Directorate General of Mines Safety" and "Director General of Mines Safety" shall respectively be substituted.
3. In clause (i) of rule 2 of the said Rules, for the words and figures "type II, type III or type IV", the words and figures "type III or type IV" shall be substituted.
4. For clause (n) of rule 2 of the said Rules, the following clause shall be substituted, namely:—  
 "(n) 'transfer' means a transfer from one office to another under the Director General of Mines Safety or to a post or service outside the Directorate General of Mines Safety".
5. In rule 3 of the said Rules—  
 (i) for the table below rule 3, the following table shall be substituted, namely:—

Type of residence	Category of officer or his monthly emoluments as on the first day of the allotment year in which the allotment is made.
I	Less than Rs. 175/—
II	From Rs. 175/- to Rs. 349/-
III	From Rs. 350/- to Rs. 499/-
IV	From Rs. 500/- to Rs. 799/-
V	From Rs. 800/- to Rs. 1299/-
VI	From Rs. 1300/- to Rs. 2249/-
VII	Rs. 2250/- and above".

- (ii) for the Note the following Note shall be substituted, namely :—

"NOTE:—If sufficient number of employees, who are eligible for a particular type of residence, are not available the quarters of that type will be offered initially to the eligible employees in the next higher type and only if there are no such applicants the quarters may be allotted to the other employees who are eligible for the next lower type of residences on the basis of their seniority in emoluments subject to the condition that if eligible employees are available within 6 months from the date of such allotment the residence so allotted shall be vacated by the allottee on allotment of suitable alternate accommodation of the entitled type".

[No. 38/3/69-M.I.]

J. D. TEWARI, Under Secy.



नई दिल्ली, 10 जून, 1972

का० प्रा० 2485.— मूल नियमों के नियम 45 के उपबन्धों के अनुसरण में, मुख्य खान निरीक्षक का कार्यालय (निवास का आवंटन) नियम, 1968 में संशोधन करने के लिए एतद्वारा निम्नलिखित नियम बनाते हैं, अर्थात् :—

1. इन नियमों का नाम मुख्य खान निरीक्षक का कार्यालय (निवास का आवंटन) संशोधन नियम, 1971 होगा।
2. मुख्य खान निरीक्षक का कार्यालय (निवास का आवंटन) नियम, 1968 (जिन्हें इसमें इसके पश्चात् उक्त नियम कहा गया है) में "मुख्य खान निरीक्षक का कार्यालय" और "मुख्य खान निरीक्षक" शब्द के स्थान पर, जहां कहीं भी वे आते हैं, "महानिदेशालय, खान सुरक्षा" और "महानिदेशक, खान सुरक्षा" शब्द क्रमशः प्रतिस्थापित किए जाएंगे।
3. उक्त नियमों के नियम 2 के खण्ड (i) में "टाइप 2, टाइप 3 या टाइप 4" शब्दों और अंकों के स्थान पर "टाइप 3 या टाइप 4" शब्द और अंक प्रतिस्थापित किए जाएंगे।
4. उक्त नियमों के नियम 2 के खण्ड (ठ) के स्थान पर निम्नलिखित खण्ड प्रतिस्थापित किया जाएगा, अर्थात् :—  
 "(ठ) 'स्थानान्तरण' से महानिदेशक, खान सुरक्षा के अधीन एक कार्यालय से दूसरे कार्यालय को या महानिदेशालय खान सुरक्षा से बाहर किसी पद या सेवा पर स्थानान्तरण अभिप्रेत है।"

5. उक्त नियमों के नियम 3 में—

- (i) नियम 3 के नीचे की सारणी के स्थान पर निम्नलिखित सारणी प्रतिस्थापित की जाएगी, अर्थात् :—

निवास का टाइप	उस वर्ष के जिसमें आवंटन किया जाए, प्रथम दिन को अधिकारी का प्रवर्ग या उसकी मासिक उपलब्धियां
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1. 175/- रु० से कम
2. 175/- रु० से 349/- रु० तक
3. 350/- रु० से 399/- रु० तक
4. 500/- रु० से 799/- रु० तक
5. 800/- रु० से 1299/- रु० तक
6. 1300/- रु० से 2249/- रु० तक
7. 2250/- रु० और उससे अधिक

(ii) टिप्पण के स्थान पर निम्नलिखित टिप्पण प्रतिस्थापित किया जाएगा, अर्थात्—

"टिप्पण :— यदि वे कर्मचारी, जो विकास के किसी टाइप विशेष के पात्र हों, पर्याप्त संख्या में उपलब्ध न हों तो उस टाइप के क्वार्टर प्रारम्भ में ठीक उच्चतर टाइप के पात्र कर्मचारियों को देने के लिए प्रतिस्थापित किए जाएंगे और केवल

तभी जबकि ऐसे कोई आवेदक न हों क्वार्टर अन्य ऐसे कर्मचारियों को जो निवास के ठीक निम्नतर टाइप के पात्र हों, उनकी उपलब्धियों के अनुसार ज्येष्ठता के आधार पर इस शर्त के अधीन रहते हुए आवंटित किए जा सकते हैं कि यदि ऐसे आवंटन की तारीख से 6 मास के भीतर पात्र कर्मचारी उपलब्ध हो जाएं तो इस प्रकार आवंटित निवास को आवंटिती द्वारा, उपयुक्त अनुकल्पी टाइप की, जिसका यह हकदार है, वास-सुविधा आवंटित कर दिए जाने पर, खाली कर दिया जाएगा।”

[संख्या 38/3/69-एम० 1]

जे० डी० तिवारी, अव्वर सचिव।

(Shram aur Rozgar Vibhag)

New Delhi, the 9th June 1971

**S.O. 2486.**—In pursuance of section 7 of the Iron Ore Mines Labour Welfare Cess Act, 1961 (58 of 1961), the Central Government hereby publishes the following report of the Fund's activities financed under the said Act, during the year ended the 31st day of March 1970, together with a statement of accounts for that year.

PART I

**General.**—The Iron Ore Mines Labour Welfare Fund has been constituted under the Iron Ore Mines Labour Welfare Cess Act, 1961 (58 of 1961), which provides for the levy and collection of cess on the production of iron ore for the financing of activities to promote the welfare of labour employed in the iron ore mining industry. The Act provides for the levy of a cess at a rate not exceeding 50 paise per metric tonne of iron ore produced. The present rate of levy is 25 paise per metric tonne. The Act is applicable to the whole of India except the State of Jammu and Kashmir. The Act was enforced with effect from 1st October, 1963, except in the Union Territory of Goa, Daman & Diu, where it came into force from 1st October, 1964.

2. The Welfare activities for which the proceeds of cess are to be utilised under the Act relate to improvement of public health and sanitation, the prevention of disease and the provision and improvement of medical facilities, water supply, and facilities for washing, provision and improvement of educational facilities, improvement of standards of living including housing and nutrition, amelioration of social conditions, provision of recreational facilities and the provision of transport to and from work.

3. As recommended by the Central Advisory Board at its Second Meeting held on the 16th January 1969, a Committee for the Development of Prototype Schemes for the benefit of iron ore mine workers of various regions was constituted with the Internal Financial Adviser of the Department of Labour and Employment as its Chairman. The Committee which included representative of employers and workers was to recommend Prototype Schemes suitable for implementation in the iron ore mining areas keeping in view the Schemes already in vogue under the Coal Mines Labour Welfare Fund and the Mica Mines Labour Welfare Fund and taking into consideration the needs of the people concerned and the resources available. The Committee which submitted its report on the 8th December, 1969 has recommended in all 18 Schemes—4 under Housing, 2 under Water Supply and 7 under Miscellaneous (Educational and Recreational etc.) Apart from these Schemes, the Committee has made certain other recommendations also. The Schemes as recommended by the Committee and the general recommendations are under consideration of the Government.

4. The following welfare measures have so far been undertaken by the Fund Organisation in various iron ore mining regions:—

(i) **Medical facilities.**—The Fund has made arrangements for the provision of a 10 bedded Emergency Hospital at Barajamda and also a mobile dispensary in the Bihar region, two primary Health Centres at Joda and Joruri in the

Orissa region., two mobile medical units—one for Redi Mine (Maharashtra) and the other for Rajhara Mines (Madhya Pradesh) and two mobile dispensaries in Mysore and one Mobile Dispensary in Goa region. An Ambulance-cum-Mobile Dispensary Van has also been placed at the disposal of M/s. N.M.D.C. Ltd. for the benefit of iron ore miners and their families of Bailadila Iron ore Project. Two mobile medical units—one for Bayyaram and another for Siddapuram (Andhra Pradesh) have also been sanctioned. Sanction was also accorded to the setting up of a 20 bedded Central Hospital in Goa region. Beds have also been reserved for the exclusive use of iron ore miners and their families suffering from T.B. who require sanatorium line of treatment in Bihar., Orissa and Goa and Madhya Pradesh regions. The number of beds now reserved in the Mahadevi Birla T. B. Sanatorium for treatment of iron ore miners is 39. Financial assistance for the iron ore miners and their families suffering from T.B. is also given by the Fund. Arrangements have also been made for the treatment of leprosy patients in the Mission Hospital at Purlia (Bihar). The Scheme for specialised eye treatment for iron ore mine workers was continued in the State of Madhya Pradesh. The X-Ray plant (100 M.A. capacity) installed in the Rajhara Mines Hospital at a cost of Rs. 34,060/- continued to function. Grants-in-aid were also given to mine owners in Madhya Pradesh and Orissa regions who maintained satisfactory dispensary services for the benefit of iron ore mine workers. Arrangements were also made for the treatment of iron ore mine workers suffering from mental diseases in Bihar region.

(ii) *Educational and Recreational facilities.*—Twenty eight Multi-purpose Institutes were functioning in the iron ore mining areas of the State of Orissa for providing recreational, educational and cultural activities. Out of the three Multipurpose Institutes sanctioned for the Goa region one started functioning. One such Institute was also sanctioned for Mysore region. Such Multi-purpose Institutes are also functioning in the Rajhara mining area of Madhya Pradesh and in the Redi region of Maharashtra. There is a Women-cum- Children section of the Multipurpose Institute already working in Barajamda, Bihar. Four such Sections were also sanctioned for Noamundi, Goa, Chiria and Kiriburu. There are Recreational Centres functioning in Mysore. In order to provide an opportunity to the iron ore miners to visit important places of educational, religious and cultural interest, excursion-cum-study tours were arranged by the Fund in Bihar, Madhya Pradesh and Goa regions. Grants-in-aid to mine owners for organising sports, games, tournaments, musical functions etc. on the eve of National Festivals were continued in Madhya Pradesh and Maharashtra regions. Scholarships were also being given to the children of iron ore miners.

(iii) *Exhibition of films.*—The Scheme of Exhibition of films to iron ore miners and their families was continued in Orissa, Madhya Pradesh and Goa regions.

(iv) *Holiday Homes.*—The Holiday Home functioning at Puri for the benefit of coal miners was also continued to be used for the benefit of iron ore mine workers. A Holiday Home was also started in Goa region.

(v) *Drinking water facilities.*—In view of the emphasis being laid on the speedy implementation of Water Supply Schemes, special steps were taken to sink wells in various regions. Ten wells were sunk in different regions. An amount of Rs. 30,750/- was sanctioned as Grant-in-aid to M/s. Hindustan Steel Limited, Bhilai for installation of pumping set with overhead tanks for supply of drinking water to the iron ore mine workers of Rajhara group of mines.

(vi) *Housing facilities.*—Construction of houses under the New Housing Schemes and the Low Cost Housing Schemes was in progress in various regions. The progress of construction was as follows:—

1. *Bihar.*—516 houses under the New Housing Scheme and 200 houses under Low Cost Housing Scheme were sanctioned. Of these 296 houses under New Housing Scheme and 30 houses under the Low Cost Housing Scheme have been completed.
2. *Orissa.*—237 houses under the New Housing Scheme and 10 houses under Low Cost Housing Scheme were sanctioned. Formal work orders for construction of 122 tenements costing Rs. 4,88,000/- were issued by the Fund.
3. *Mysore.*—233 houses under the New Housing Scheme were sanctioned for this region. Out of these 41 houses have already been completed and 59 houses are nearing completion.
4. *Madhya Pradesh.*—Out of 300 tubular houses sanctioned for Bailadila Region, 100 houses were completed. Sanction for construction of 100 houses of permanent structure was also issued. In Rajhara region, 294 houses under the New Housing Scheme were sanctioned.

5. Goa.—402 houses under the New Housing Scheme were sanctioned for the region; construction of these houses is in progress.

(vi) *Co-operative Stores*.—One Central Co-operative Store and 3 Primary co-operative stores out of 16 registered in the Orissa region continued to function. Besides, there is also a Central Consumers' Store functioning in Bihar with 4 primary Stores affiliated to the Central Store. In Mysore region, the Fund had granted a subsidy of Rs. 3,250/- and a share capital contribution of Rs. 4,500/- to one Consumer Co-operative Society started by one of the mine owners. A loan of Rs. 8,960/- was also sanctioned to one Consumer Co-operative Society in Goa region.

(ix) *Iron Ore Mines Fatal and Serious Accident Benefit Scheme*.—Financial assistance of Rs. 1,233 under the Scheme was given in the Union Territory of Goa, Daman and Diu. In the State of Madhya Pradesh also a sum of Rs. 462/- was incurred under the Scheme.

## PART II

### Statement of Accounts for the year 1969-70

	(Receipts (in Rs.))	Expenditure (in Rs.)
Opening balance as on 1st April, 1969	2,47,35,958	
Receipts during the year (+)	75,43,310	
Expenditure during the year (+)		45,14,997
Closing balance on 31st March, 1970		2,77,64,271
	3,22,79,268	3,22,79,268

(+) Figures provisional

#### Estimates of Receipts and Expenditure for the year 1970-71.

Estimated Receipts	Rs. 83,32,800
Estimated Expenditure	Rs. 76,97,100

[No. 9/3/70-MIII.]

C. R. NAIR, Under Secy.

### (भ्रम और रोजगार विभाग)

नई दिल्ली, 9 जून, 1971

का० प्रा० 2486.—लोह अयस्क खान भ्रम कल्याण उपकर अधिनियम, 1961 (1961 का 58) की धारा 7 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, मार्च 1970 के द्वासीसवें दिन को समाप्त होने वाले वर्ष के दौरान उक्त अधिनियम के अधिन वित्त घोषित निधि के कार्यकलापों की निम्नलिखित रिपोर्ट और साथ ही उस वर्ष के लेखाओं का विवरण एतद्वारा प्रकाशित करती है।

भाग—1

साधारण—लोह अयस्क खान भ्रम कल्याण निधि, लोहा अयस्क खान भ्रम कल्याण उपकर अधिनियम, 1961 (1961 का 58) के अधीन स्थापित की गई है जो लोह अयस्क खान उद्योग में नियोजित श्रमिकों के कल्याण में वृद्धि करने के लिए कार्यकलापों को वित्त घोषित करने के लिए लोह अयस्क पर उपकर के उद्ग्रहण और उसके संग्रहण की व्यवस्था करती है। अधिनियम में इस बात की व्यवस्था की गई है कि उत्पादित लोह अयस्क के प्रति मेट्रिक टन पचास पैसा से अनधिक दर पर उपकर उद्ग्रहीत किया जाए। उद्ग्रहण की वर्तमान दर प्रति मेट्रिक टन 25 पैसा है। अधिनियम जम्मू कश्मीर

राज्य को छोड़ कर सम्पूर्ण भारत को लागू होगा। गोवा, दमण और दीव संघ राज्य जहाँ अधिनियम प्रथम अक्टूबर, 1964 को प्रवृत्त हुआ वहाँ को छोड़कर यह अधिनियम प्रथम अक्टूबर, 1963 से प्रवृत्त हुआ था।

2. जिन कल्याणकारी कार्यकलापों के लिए उपकरण की रकम अधिनियम के अधीन प्रयुक्त की जानी है उनके अन्तर्गत लोक स्वास्थ्य प्रो. पकाई में सुधार करना, रोम को रोकथाम करना और चिकित्सीय सुविधाओं, तल प्रदाय और श्रवण के लिए सुविधाओं की व्यवस्था करना और उनमें सुधार करना, शैक्षिक सुविधाओं की व्यवस्था तथा उनमें सुधार करना, सामाजिक स्थितियों में सुधार करना, आमोद-प्रमोद संबंधी सुविधाओं की व्यवस्था करना और काम पर आने जाने के लिए परिवहन की व्यवस्था करना है।

3. जो संविधान के अंतर्गत सलाहकार बोर्ड 16 जनवरी, 1969 को हुए अपने अधिवेशन में सिफारिश की थी, विभिन्न क्षेत्रों के लोह अयस्क खान कर्मचारियों के फायदे के लिए अर्धरूप स्कीमों के विकास के लिए एक समिति श्रम और रोजगार विभाग के आन्तरिक वित्तीय सलाहकार और उसके अध्यक्ष से मिलकर बनाई गई थी। समिति को, जिसमें नियोज्जकों और कर्मचारियों के प्रतिनिधि सम्मिलित हैं, ऐसी अर्धरूप स्कीमों को सिफारिश करना था जो कोयला खान श्रम कल्याण निधि और अश्रवः श्रम कल्याण निधि के अधीन पहले ही संचालू स्कीमों को ध्यान में रखते हुए और संबंधित लोगों की आवश्यकताओं और उपलब्ध श्रोतो पर ध्यान रखते हुए लोक अयस्क खनन क्षेत्रों में क्रियान्वयन के लिए यथोचित हो। समिति ने, जिसने कि अन्तरीरिपोर्ट 6 दिसम्बर, 1969 को दी, कुल 18 स्कीम 4 आवास के अन्तर्गत 5 स्वास्थ्य सुविधाओं के अन्तर्गत 2 जल प्रदाय के अन्तर्गत और 7 विविध (शैक्षिक और आमोद-प्रमोद आदि) प्रकार की स्कीमों को सिफारिश की है। इन स्कीमों के अलावा समिति ने कतिपय अन्य सिफारिश भी की है। जिन स्कीमों को समिति ने सिफारिश को है उन पर और साधारण सिफारिशों पर सरकार विचार कर रही है।

4. निधि संगठन ने विभिन्न लोह अयस्क खनन क्षेत्रों में निम्नलिखित कल्याणकारी काम उठाए हैं।

(1) चिकित्सीय सुविधाएं.—निधि से बड़ा जायदा ये दस बिस्तरों के आपातकालीन अस्पताल की और बिहार श्रेष्ठ में भी चलते-फिरते औषधालय की, उड़ीसा श्रेष्ठ के जोड़ा और जोरुरी में दो प्राथमिक स्वास्थ्य केन्द्र को, दो चलती-फिरती चिकित्सीय यूनिट जिसमें एक रेड़ी खान (महाराष्ट्र) और दूसरी राक्षरा खान (मध्य प्रदेश) के लिए तथा मैसूर में दो चलते-फिरते औषधालयों की और गोवा श्रेष्ठ में एक चलते-फिरते औषधालय की व्यवस्था की गई है। वैलाडीला लोह अयस्क प्रयोजनों में के लोह अयस्क खनिकों और उनके कुटुम्ब के फायदे के लिए एक एम्बलेंस-एव-चलती-फिरती औषधालय गाड़ी मेसर्स एन० एम० डी० सी० लिमिटेड के नियंत्रण गाड़ी में भी रखी गई है। दो चलती-फिरती चिकित्सीय यूनिट जिसमें से एक बायाराम के लिए और दूसरी सिद्धीपुरम (आंध्र प्रदेश) के लिए भी मंजूर की जा चुकी है। गोवा श्रेष्ठ में बीस बिस्तरों वाले केन्द्रीय चिकित्सालय की स्थापना के लिए भी मंजूरी दी गई। टी० बी० से पीड़ित लोह अयस्क खनिक और उनके कुटुम्ब जिनका सेनिटोरियम में रख कर उपचार करना अपेक्षित हो पूरी तरह से उन्हीं के इस्तेमाल के लिए बिहार उड़ीसा और गोवा और मध्य-प्रदेश क्षेत्रों में भी बिस्तर आरक्षित रखे गए हैं। लोह अयस्क खनिकों के उपचार के लिए महादेवी बिड़ला टी० बी० सेनिटोरियम में आरक्षित बिस्तरों की संख्या अब 39 हो गई है। टी० बी० से पीड़ित लोह अयस्क खनिक और उनके कुटुम्ब के लिए वित्तीय महायता निधि से भी दी जाती है। कृष्ण-मरीजी के उपचार के लिए इन्जाम पुरालिया (बिहार के मिशन अस्पताल में कर दिया गया है। लोह अयस्क कर्मचारियों के लिए आरंभ के विशेष-उपचार की स्कीम मध्य-प्रदेश राज्य में बनाए रखी गई। राक्षरा खान अस्पताल में 34,060 रु० को लागत पर लगाया गया एक-रे संयंत्र (100 एम० ए० की क्षमता वाला) लगाने का कार्य करना रहा है। मध्य प्रदेश में उन खान स्वामियों को भी अनुदान महायता दी गई थी जिन्होंने लोह

अग्रस्वखानकर्मचारीकी सुविधा के लिए समाधानप्रद रूपसे ग्रौपधालय सेवाएं बनाए रखी थी। मानसिक रोग से पीड़ित लोह अग्रस्वखानकर्मकारोंके उपचारकी व्यवस्था बिहार श्रेत में भी की गई।

(ii) शैक्षिक और आमोद-प्रमोद संबंधी सुविधाएं—आमोद-प्रमोद, शैक्षिक और सांस्कृतिक कार्यक्रमोंकी व्यवस्था करने के लिए अठारहस बहुउद्देशीय संस्थाएं उड़ीसा राज्य के लोह अग्रस्वखानन श्रेतोंमें कार्य कर रही थी। गोवा श्रेत के लिए मंजूर की गई तीन बहुउद्देशीय संस्थाओंमें से एक ने कार्य करना प्रारम्भ कर दिया है। ऐसी ही एक संस्था मैसूर श्रेत के लिए भी मंजूर की गई थी। ऐसी बहुउद्देशीय संस्थाएं मध्य-प्रदेश के रासरा खानन श्रेत में और महाराष्ट्र के रेड़ी श्रेत में भी कार्य कर रही हैं। बहुउद्देशीय संस्था का महिला-एवं शिशु सेक्शन पहले ही से रासरा, बिहार में कार्य कर रहा है। ऐसे चार सेक्शन नौमण्डी, गुआ, चिरिया और किरि-बूरा के लिए भी मंजूर किए गए थे। मैसूर में कार्य कर रहे चार आमोद-प्रमोद केन्द्र हैं। लोह अग्रस्वखानिकोंकी शैक्षिक, धार्मिक और सांस्कृतिक महत्व के स्थानोंका दर्शन कराने का अवसर उपलब्ध कराने की दृष्टि से बिहार, मध्य-प्रदेश और गोवा श्रेतोंमें निधि में से भ्रमण-एवं-प्रदयन पर्यटनोंकी व्यवस्था की गई। राष्ट्रीय दिवसों पर खेल-कूद, खेल, टूर्नामेंट, संगीत के कार्यक्रम आदि का आयोजन करने के लिए खान के स्वामियोंको मध्य-प्रदेश और महाराष्ट्र श्रेतोंमें सहायता-प्रनुदान दिया जाता रहा। लोह अग्रस्वखानिकोंके बच्चोंकी छात्रवृत्तियोंभी दी जा रही हैं।

(iii) चल-चित्रोंका प्रदर्शन—उड़ीसा, मध्य-प्रदेश और गोवा श्रेतोंमें लोह अग्रस्वखानिकों और उनके कुटुम्बियोंको चल-चित्र दिखाने की स्कीम चालू रही।

(iv) अवकाश-गृह—कोयला खानिकोंकी सुविधा के लिए पुरी में कार्य कर रहे अवकाश-गृह लोह अग्रस्वखानकर्मकारोंकी सुविधा के लिए भी इस्तेमाल में लाया जाया रहा था। एक अवकाश-गृह गोवा श्रेत में भी प्रारम्भ किया गया।

(v) पाने के पानी की सुविधाएं—इस बात का ध्यान रखते हुए कि जल प्रदाय स्कीमोंके कार्यान्वयन पर जोर दिया जाता रहे, विभिन्न श्रेतोंमें कुओंकी गलाई के लिए विशेष बजट उठाए गए थे। भिन्न भिन्न श्रेतोंमें दस कुएं गलाए गए थे। रासरा समूहकी खानोंके लोह अग्रस्वखानकर्मचारियोंको पेय जल के प्रदाय के लिए मेसर्स हिन्दुस्तान स्टील लिमिटेडकी उपरी टंकी के साथ पम्पिंग सेट लगाने के लिए सहायता-प्रनुदान के रूप में 30,750 रु० की रकम मंजूर की गई थी।

(vi) आवास सुविधाएं—विभिन्न श्रेतोंमें नई आवासीय स्कीमों और अल्प लागत आवासीय स्कीमोंके अन्तर्गत आवास-गृहोंका संनिर्माण प्रगति पर था। संनिर्माण की प्रगति निम्न प्रकार से थी:—

1. बिहार—नई आवासीय स्कीम के अन्तर्गत 516 आवास-गृह और अल्प लागत आवासीय स्कीम के अन्तर्गत 200 आवास-गृह मंजूर किए गए। इनमें से नई आवासीय स्कीम के अन्तर्गत 296 और अल्प लागत आवासीय स्कीम के अन्तर्गत 30 आवास-गृहका संनिर्माण पूरा हो चुका है।

2. उड़ीसा—नई आवासीय स्कीम के अन्तर्गत 237 आवास-गृह और अल्प लागत आवासीय स्कीम के अन्तर्गत 10 आवास-गृह मंजूर किए गए। निधि से 4,88,000 रु० की लागत पर 122 गृहोंके संनिर्माण के लिए औपचारिक कार्य आदेश जारी किए गए।

3. मैसूर—नई आवासीय स्कीम के अन्तर्गत 233 आवास-गृह इस क्षेत्र के लिए मंजूर किए गए इनमें से 41 आवास-गृहोंका संनिर्माण पूरा हो चुका है और 59 आवास-गृहोंका लगभग पूरा होने वाला है।

4. मध्य-प्रवेश—बैलाड़ीला क्षेत्र के लिए मंजूर 300 नालीकाधार आवास-गृहों में से 100 आवास-गृहों का संनिर्माण पूरा हो चुका है। स्थायी संरचना वाले 100 आवास-गृहों के संनिर्माण के लिए भी मंजूरी दे दी गई है।

रासरा क्षेत्र में, नई आवासीय स्कीम के अन्तर्गत 294 आवास-गृह मंजूर किए गए।

5. गोवा—नई आवासीय स्कीम के अन्तर्गत 402 आवास-गृह इस क्षेत्र के लिए मंजूर किए गए। इन आवास-गृहों का संनिर्माण कार्य प्रगति पर है।

(vi) सहकारी भण्डार—उड़ीसा क्षेत्र में रजिस्ट्री त्त 16 में से एक केन्द्रीय सहकारी भण्डार और 3 प्राथमिक सहकारी भण्डार कार्य करते रहे हैं। इसके अलावा, एक केन्द्रीय उपभोक्ता भण्डार भी है जो केन्द्रीय भण्डार से सम्बद्ध चार प्राथमिक भण्डारों के साथ बिहार में कार्य कर रहा है। मैसूर क्षेत्र में, खान के स्वामियों में से एक के द्वारा आरम्भ की गई एक उपभोक्ता सहकारी समिति को 3,250 रु० की साह्यकी और 4,500 रु० की पूँजी शेषर अंगदान निधि से मंजूर किया गया। गोवा क्षेत्र में उपभोक्ता सहकारी समिति को 8,960 रु० का उधार भी मंजूर किया गया।

(vii) लोह अस्क खान प्रागतिक और गम्भीर दुष्टटना प्रतिक्रिया स्कीम :—

गोवा, दमण, और दीव के संघ राज्य क्षेत्र में स्कीम के अधीन 1,233 रु० की वित्तीय सहायता दी गई। मध्य-प्रदेश राज्य में भी स्कीम के अधीन 462 रु० की राशि खर्च की गई थी।

## भाग 2]

1969-70 वर्ष के लिए लेखाओं का विवरण

	प्रतिमा (रुपयों में)	व्यय (रुपयों में)
1 अप्रैल, 1969 आरम्भ अतिशेष	2,47,35,958	
वर्ष के दौरान प्राप्तिमां (+)	75,43,310	
वर्ष के दौरान व्यय (+)		45,14,997
31 मार्च, 1970 को अंत अतिशेष		2,77,64,271
(+) अन्तिम आंकड़े—	3,22,79,268	3,22,79,268

## भाग 3]

1970-71 के लिए प्राप्ति और व्यय के प्राक्कलन

प्राक्कलित प्राप्तिमां	83,32,800 रु०
प्राक्कलित व्यय	76,97,100 रु०

[सं० 9/3/70-एम 3]

सी० आर० नायर, अवसर मन्त्रि

## (Shram Aur Rozgar Vibhag)

*New Delhi, the 11th June, 1971*

**S.O. 2487.**—Whereas by the Notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 76, dated the 15th December, 1970, the Central Government, being satisfied that the public interest so required, had declared the industry for the supply of milk under the Delhi Milk Scheme to be a public utility service for the purposes of the Industrial Disputes Act, 1947 (14 of 1947), for a period of six months from the 22nd December, 1970.

And whereas the Central Government is of opinion that public interest requires the extension of the said period;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby declares the said industry to be a public utility service or the purposes of the said Act, for a further period of six months from the 22nd June, 1971.

[No. F.S. 11025/14/71-LR.I]

(श्रम, और रोजगार विभाग)

नई दिल्ली, 11 जून, 1971

**क्रा० 2487.**—यतः केन्द्रीय सरकार ने, यह समाधान हो जाने पर कि लोक हित में ऐसा अपेक्षित था, भारत सरकार के श्रम, रोजगार और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना सं० क्रा० 76 तारीख 15 दिसम्बर, 1960 द्वारा दिल्ली दुग्ध स्कीम के अधीन दुग्ध के प्रदाय के लिए उद्योग को औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) के प्रयोजनों के लिए 22 दिसम्बर, 1970 से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था;

और यतः केन्द्रीय सरकार की राय है कि लोक हित में उक्त कालावधि का बढ़ाया जाना अपेक्षित है )

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (3) के उपखण्ड (vi) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा उक्त उद्योग को उक्त अधिनियम के प्रयोजन के लिए 22 जून, 1971 से छः मास की और कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[सं० एस-11025/14/71-एन०/आर०-1]

टो० क० रामचन्द्र, अवर सचिव।

*New Delhi, the 16th June 1971*

**S.O. 2488.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta in the industrial dispute between the employers in relation to the State Bank of Bikaner and Jaipur and their workmen, which was received by the Central Government on the 10th June, 1971.

## CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

REFERENCE No. 37 OF 1971

## PARTIES:

Employers in relation to the State Bank of Bikaner and Jaipur,

AND

Their workmen.

## PRESENT:

Mr. B. N. Banerjee, Presiding Officer.



APPEARANCES :

*On behalf of Employers*—Sri H. C. Chhabra, Dy. Superintendent of Staff at Head office.

*On behalf of Workmen*—Sri A. D. Singh, Executive Committee Member of the trade union.

STATE: West Bengal.

INDUSTRY: Banking.

AWARD

By Order No. 23/125/70/LR.III, dated February 18, 1971, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred the following industrial dispute between the employers in relation to the State Bank of Bikaner and Jaipur and their workmen to this Tribunal, for adjudication:

"Whether the action of the management of State Bank of Bikaner and Jaipur, Calcutta in relieving Shri Satrugan Singh, of his duties as Cash Peon carrying a special allowance and transferring him to a post which did not carry special allowance with effect from the 25th June, 1970 is justified? If not, to what relief is he entitled and from what date?"

2. The State Bank of Bikaner and Jaipur and the workers' union both filed their respective written statement. In paragraph 1 of the written statement filed on behalf of the Bank it was pleaded;

"Under a special Statute the Bank of Jaipur was taken over by the State Bank of Jaipur and by a scheme approved by the Central Government the State Bank of Jaipur was taken over by the State Bank of Bikaner w.e.f. 1st January, 1963 and the late Bank was renamed as STATE BANK OF BIKANER AND JAIPUR from the aforesaid date."

Nothing was produced before me in proof of the aforesaid statement. I am, however, proceeding on the basis that the Bank of Jaipur Limited was taken over by the State Bank of Jaipur and the State Bank of Jaipur in its turn was taken over by or amalgamated with the State Bank of Bikaner, under some scheme and renamed as State Bank of Bikaner and Jaipur.

3. It is not disputed that the concerned workman, Satrugan Singh, was recruited as a peon by the Bank of Jaipur Limited, on March 1 1950. He is now working as a peon in the Bank's Brabourne Road branch at Calcutta. In paragraph 2 of the written statement the Bank admits:

"Shri Satrugan Singh was attached to the Despatch Section of the branch in 1965. Shri Satrugan Singh was required amongst routine duties of a peon to carry Bank's *dak* to the post office for being mailed. As and when stamps were required to be purchased by despatcher, necessary funds were advanced to him and he used to sign on the reverse of the relevant voucher. The despatcher made over the amount to Shri Satrugan Singh for bringing the stamps from the post office. As no claim was made by the peon for the performance of the above duties, Shri Satrugan Singh continued to discharge these duties. A claim for payment of special allowance was made by the petitioner Union in 1969. But the Bank was of the view that the performance of said duties did not attract payment of special allowance in as much as the occasions for handling cash for the purchase of stamps were one or two in a month, which could be considered as occasional performance for which no allowance is payable under the Bipartite Settlement. In view of the above conciliation proceedings failed before the Asstt. Labour Commissioner, Calcutta. However on reconsideration of the matter Shri Satrugan Singh was paid in lump sum of Rs. 608.07 for the period of his claim viz. 1st July, 1966 to 31st March, 1970 on 6th April, 1970. A proper review of the circumstances in which this lump sum amount by way of settlement for the period as aforesaid was paid indicates that none of the parties had in mind or had reason to believe that this was a permanent arrangement in regard to the entrustment of duties of the above nature nor there was an intention to bestow a permanent status of Cash-peon on Shri Satrugan Singh. It cannot therefore be said that Shri Satrugan Singh had attained the status of a permanent Cash Peon and entitled to the allowance on permanent basis. The lump sum paid to Shri Satrugan Singh was in satisfaction of his claim and not in pursuance of the provision of para 5.10 of the Bipartite Settlement."

The further case of the Bank is that under an understanding arrived at between the employees' union and the Bank, it became a practice to entrust duties attracting special allowance on seniority-cum-suitability basis. Accordingly, after satisfying the claim of Satrugan Singh for the period July 1, 1966 to March 31, 1970, it became necessary to entrust such duties to the seniormost amongst the peons, who was not drawing any special allowance. The matter could not be finalised because Satya deo Pandey and Ram Sagar Tewari, who were both senior to Satrugan Singh, happened to have been appointed on the very same day, that is to say on February 19, 1948, and the Bank failed to decide to which one of the two the special allowance should go. In the meantime, the Bank allowed Jagannath Singh, who was the other peon in the despatch section, to discharge the duties temporarily. The Bank pleaded that Satrugan Singh went on leave after receipt of the special allowance, in jump, and on his return he was posted to the clearing and draft section. This is in substance the written statement of the Bank.

4. According to the written statement filed on behalf of the workmen, it was pleaded that Satrugan Singh was first appointed in the month of January, 1950. Since January 1965 he was attached to the Despatch section and was entrusted with duties which entitled him to a special allowance of Rs. 7 per month under the Settlement between the Banks' management and their workmen of October 19, 1966 (later on increased to Rs. 10 under settlement of October 12, 1970), hereinafter referred to as the Bipartite Settlement. The further case pleaded on behalf of the workmen was that Satrugan Singh demanded special allowance at the rate of Rs. 7 per month and the Bank paid a sum of Rs. 608.08 to him in satisfaction of his claim from July 1, 1966 to March 31, 1970. He was further allowed to carry on the aforesaid duties upto June 24, 1970 and thereafter the duties were withdrawn from him with effect from June 25, 1970. "In order to deprive him of the benefits of the said special allowances". In paragraph 6 of the written statement it was pleaded:

"That the action of the management in relieving Shri Singh of his duties as cash peon is an act of victimisation as he was a permanent incumbent and was approved by the H.O. of the Bank, and the Bank has no right to withdraw the duties at this stage."

5. In order to understand the nature of the dispute, I need remind myself of some of the provisions of the Bipartite Settlement regarding special allowance. In Chapter V, paragraph 5.3 of the Bipartite Settlement it was provided:

"5.3 In supersession of paragraph 5.326 of the Desai Award the Special Allowances payable to members of the subordinate staff, for duties/responsibilities as listed in Part II of Appendix B hereto, shall be as follows:

(In Rupees per month)

Categories of workmen	Class of Banks		
	A	B	C
(i) ***			
(ii) ***			
(iii) ***			
(iv) Cash Peons	7	6	4
(v) ***			
(vi) ***			
(vii) ***			
(viii) ***			
(ix) ***			
(x) ***			
(xi) ***			
(xii) ***			
(xiii) ***			

I need also bear in mind the provisions of paragraph 5.4 and 5.8 of the Bipartite Settlement, under the heading "General Rules" which provide:

"5.4: The Special Allowances prescribed in Clauses 5.2 and 5.3 above shall be payable subject to the provisions hereinafter contained in this Chapter.

5.8: A workman will be entitled to a special allowance if he is required to perform duty/duties and/or undertake the responsibilities listed

against the category, irrespective of his designation/nomenclature or any general authority vested in him."

6. The admitted case in this reference is that in spite of all that was said and done, and in spite of reluctance on the part of the Bank, the concerned workman was paid the special duty allowance upto March 31, 1970. Thereafter, the workman claimed to have worked in the cash department upto June 24, 1970 and alleged that the management withdrew the cash peon's duty from him with effect from June 25, 1970.

7. The story of having worked upto June 24, 1970 is not proved. The workman himself deposed before this Tribunal and in answer to certain questions put by the Tribunal replied:

"In April 1970, I went to leave for 20 or 21 days. During the period of leave I got my wages. When I was on leave, apart from wages I did not get anything more. During leave, I fell ill and had my leave extended by one month after the expiry of the first period. Even thereafter, I took another extension of leave for 20 or 21 days. Thereafter, I rejoined my duties but I do not remember on which date."

The above evidence will go to show that the concerned workman was not working after March 31, 1970 but was on leave.

8. Now, the question for my consideration is whether it was within the competence of the Bank to deprive the workman of the special allowance. The definition of wages under Section 2(rr) of the Industrial Disputes Act includes "allowance (including dearness allowance) as the workman is for the time being entitled to". It was contended that the special allowance was part of the wages of the workman and he could not be suddenly deprived of part of his wages by being transferred from the Despatch section to the Clearing and Draft section. This argument necessitates an examination of the nature of the special allowance payable to the workman under the Bipartite Settlement. The opening words of paragraph 5.3 of the Bipartite Settlement will indicate that the special allowance is "payable to members of subordinate staff for duties and responsibilities". Special allowance is thus basically a duty allowance. It cannot be claimed by a workman who does not perform the exact duties for which such special allowance has been prescribed.

9. In the instant case, the work in the Clearing and Draft section does not entitle a workman to any special allowance. In order to overcome this difficulty it was contended, that a workman who was earning a special allowance in a particular position must not be transferred from that position and thereby made to lose his special allowance, which was part of his wages. This argument cannot be sustained. The law as regards transfer from one department to another or from one office to another was several times restated by the Supreme Court. In *Canara Banking Corporation Limited vs Vittal* (1963) II L.L.J. 354, the Supreme Court observed (Das Gupta, J speaking):

"The management of the Bank is in the best position to judge how to distribute its man power and whether a particular transfer can be avoided or not. It is not possible for industrial tribunals to have before them all the materials which are relevant for this purpose and even if these could be made available, the tribunals are by no means suited for making decisions in matters of this nature. That is why it would ordinarily be proper for industrial adjudication to accept as correct any submission by the management of the Bank that an impugned transfer has been made only because it was found unavoidable. The one exception to this statement is where there is reason to believe that the management of the Bank resorted to the transfer *mala fide*, by way of victimisation, unfair labour practice or some other ulterior motive, not connected with the business interests of the bank."

Also, in the case of *Syndicate Bank Limited vs. its workmen*, (1966) II L.L.J., 440, the Supreme Court observed (Ramaswami, J speaking):

"There is no doubt that Banks are entitled to decide on a consideration of the necessities of banking business whether the transfer of an employee should be made to a particular branch. There is also no doubt that the management of the Bank is in the best position to judge how to distribute the employees between the different branches. We should be very careful before they interfere with the orders made by the Banks in discharge of their managerial function. It is true that if an order of transfer is made *mala fide* or for some ulterior purpose,

like punishing an employee for his trade union activities, the industrial tribunals should interfere and set aside such an order of transfer, because the *mala fide* exercise of power is not considered to be the legal exercise of the power given by law. But the finding of *mala fide* should be reached by industrial tribunals only if there is sufficient and proper evidence in support of the finding. Such a finding should not be reached capriciously or on flimsy grounds as the industrial tribunal has done in the present case. This view is borne out by the decision of this Court in *Bareilly Electricity Supply Company Ltd. v. Sirajuddin and others* (1960-1 L.L.J. 566)".

It may also be noted that in the Sastri Award it was provided that workmen must not be transferred beyond his language area.

10. By placing the concerned workman from the Despatch section to the Clearing and Draft section, the employer Bank did not act *mala fide* and was clearly within its right and may have been doing so for maintenance of industrial peace by honouring some unwritten agreement with the workmen that the special allowance should go to the seniormost. In any event, nothing entitles this Tribunal to interfere with the placing of the concerned workman from the Despatch section to the Clearing and Draft section without more. The employer Bank may have made much of a verbal agreement under which the senior peons must be entitled to special allowance. I make it clear that I express no opinion on the binding nature of that agreement.

11. In the view that I take, I hold that the action of the management of State Bank of Bikaner and Jaipur, Calcutta, in relieving Satrugan Singh of his duties as Cash Peon carrying a special allowance and transferring him to a post which did not carry special allowance with effect from 25th June, 1970 was justified. The workman is not entitled to any relief.

This is my award.

June 2, 1971.

(Sd.) B. N. BANERJEE,  
Presiding Officer.

[No. 23/125/70/LRIII.]

T. K. RAMACHANDRAN, Under Secy.

#### (Department of Labour and Employment)

New Delhi, the 11th June 1971

**S.O. 2489.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Messrs Bengal Coal Company Limited, Post Office Dishergarh, District Burdwan and their workmen, which was received by the Central Government on the 5th June, 1971.

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

REFERENCE No. 29 OF 1971

#### PARTIES:

Employers in relation to the management of Messrs Bengal Coal Company Limited.

AND

Their workmen.

#### PRESENT:

Mr. B. N. Banerjee, Presiding Officer.

#### APPEARANCES:

On behalf of Employers—Mr. D. Narsingh, Advocate.

On behalf of Workmen—Mr. Sakti Kumar Mukherjee, Advocate.

STATE: West Bengal

INDUSTRY: Coal Mine

## AWARD

By Order No. 6/66/70-LR.II, dated February 4, 1971, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred the following industrial dispute between the employers in relation to the management of Messrs Bengal Coal Company Limited and their workmen, to this Tribunal, for adjudication:

"Whether the management of Messrs Bengal Coal Company Limited, Post Office Dishergarh, District Burdwan was justified in dismissing Shri Shankar Chandra Majhi, Zamindari Surveyor, from the 17th March, 1970? If not, to what relief is the workman entitled?"

2. Shankar Chandra Majhi, mentioned in the order of Reference, was one of the Zamindari Surveyors employed under Bengal Coal Company Limited. The Company began to acquire, for a term of years, for their colliery work, certain rights in certain plots of land from different persons. Under different agreements entered with the persons who owned the plots of land, it was agreed that they would be paid an agreed amount of money as compensation for damages which the plots might suffer on account of the work carried on by the Company. In the instant reference, this Tribunal is concerned with two such agreements entered into, (i) between Bengal Coal Company Limited and Monohar Majhi and Salma Mejhan (Ex. D) and (ii) between Bengal Coal Company Limited and Bamapada Bal and Gouribala Dasi and others (Ex. E). It is alleged that Shankar Chandra Majhi, the concerned workman, was entrusted with a total sum of Rs. 7,082 (Rupees Seven thousand and eighty-two) for payment of compensation to Bamapada Bal, Gouribala Dasi and others, to Monohar Majhi and another and also to others. It is further alleged that he made short payments to Bamapada and Gouribala and Monohar and Salma and misappropriated the balance for his own use. Thereupon, Shankar Chandra Majhi was charged with misconduct by a chargesheet dated February 25, 1970 (Ex. 1), which is set out below:

"On 14th November, 1969 you were accompanied S/Sri Monohar Majhi, Bamapada Bal and Gouribala Bal and others all of Prabelia Village to Raghunathpur Registration Office for registration of their land in favour of the Company. You were entrusted with Rs. 7,082 (Rupees seven thousand and eighty-two) to pay to Bamapada Bal and Gouribala Bal Rs. 3,226.40 paise and Monohar Majhi Rs. 1,407.18 paise and the rest to other as price of their land registered for the purpose. You paid Rs. 2,020 instead of Rs. 3,226.40 to Sri Bamapada Bal and Gouribala Bal and you paid Rs. 1,100 instead of Rs. 1,407.18 paise to Sri Monohar Majhi. You thereby misappropriated Rs. 1,313.58 (Rupees one thousand three hundred thirteen and paise fiftyeight) only.

You are therefore charged U/S. 27(2) of the Standing Orders for dishonesty and fraud in connection with Company's business or property and offence of criminal breach of trust.

You are suspended pending enquiry."

To the above chargesheet, Shankar Chandra Majhi submitted the following explanation, Ext. 2:

- "1. That I am quite innocent of the allegations brought against me.
2. That the charges of misconduct U/S. 27(2) of the Standing orders are absolutely false, frivolous, *mala fide* and motivated for victimising me.
3. That I was never entrusted with Rs. 7,082 as alleged for payment to the different parties, but since I accompanied the company's men and submitted the bill for the expenditure, I have been implicated in this matter.
4. That it is absolutely false to say that Rs. 2,020 was only paid to Bamapada Bal and Gouribala Bal instead of Rs. 3,226.40 paise nor it is true that Rs. 1,100 was only paid to Monohar Majhi in place of Rs. 1,407.18. As a matter of fact the sum of Rs. 3,226.40 has been actually paid to Bamapada Bal and Gouribala Bal and Rs. 1,407.18 paise has been actually paid to Monohar Majhi and Salma Mejhan on the date of Registration of their deeds on 14th November, 1969, before the Sub-Registrar (Raghunathpur) who had also endorsed the matter of payment on the respective deeds which fact conclusively proves

- that the respective consideration monies have been actually paid to those persons.
5. That it is false, frivolous and defamatory to say that I have misappropriated the sum of Rs. 1313.58 or Rs. 1513.58 (by way of addition of the two items).
  6. That I have not committed any offence of breach of trust dishonesty and fraud in connection with Company's business or property."

The explanation apparently did not satisfy the management and there was an enquiry ordered into the charge levelled against Shankar Chandra Majhi. The Enquiring Officer examined the witnesses and found Shankar Chandra Majhi guilty of the misconduct. On consideration of the report of enquiry, Shankar Chandra Majhi was ordered to be dismissed.

3. Before this Tribunal, the workman Shankar Chandra Majhi filed a written statement. In the said written statement the order of dismissal was challenged as improper and illegal. Four of the paragraphs of the said written statement are material and they are quoted herein below:

"3. Sri Sankar Chandra Majhi, Zamindary Surveyor had to attend the office of the Sub-Registrar, Raghunathpur on 14th November, 1969.

4. On 14th November, 1969 in presence of the Sub-Registrar, Raghunathpur full land compensation payments were made to Sri Monohar Majhi, Sri Bama Pada Ball, Gouri Bala Ball and others.

5. These full payments were made in presence of Sub-Registrar of Raghunathpur and this matter of full payment has been duly certified by the Sub-Registrar, Raghunathpur.

6. And so the entire action of the management in this connection is most improper, illegal and motivated with malafide intention to harass and improperly victimise Sri Sankar Majhi."

4. There was also a written statement filed by the management in which it was stated in substance that Shankar Chandra Majhi was charged with having misappropriated a sum of Rs. 1313.58 paise and was found guilty of the charge on proper enquiry and on the report of the Enquiring officer he was ordered to be dismissed. The allegation of improper dismissal was denied, in the written statement filed by the management.

5. Now, it is settled law that if an employer serves the relevant charge or charges on his employee and holds a proper and fair enquiry, it would be open to him to act upon the report submitted to him by the enquiry officer and to dismiss the employee concerned. If the enquiry has been properly held, the order of dismissal passed against the employee as a result of such an enquiry can be challenged if it is shown that the conclusions reached at the departmental enquiry were perverse or the impugned dismissal is vindictive or malafide, and amounts to an unfair labour practice. It is not open to the Industrial Tribunal to sit in appeal over the findings recorded at the domestic enquiry. When a proper enquiry has been held, it would be open to the enquiry officer holding the domestic enquiry to deal with the matter on the merits *bona fide* and come to his own conclusion. I need not repeat the several judgments of the Supreme Court in which the above principle has been reiterated. Suffice it for my purpose to invoke one of the judgments and I chose the decision of the Supreme Court in the *Ritz Theatre (Private) Ltd., Delhi and Its Workmen*, (1962) II L.L.J. 498.

6. Mr. S. K. Mukherjee, learned Advocate for the workmen, did not contend that at the enquiry proceedings the workman was not offered due opportunity of defending himself. The enquiry proceedings were marked Ex. 4 before this Tribunal. I find that there were witnesses examined before the enquiring officer and Shankar Chandra Majhi attended throughout before the Enquiry officer. The deposition sheets are signed by him page by page. He cross-examined witnesses examined on behalf of the management and also examined his own witnesses. Therefore, the enquiry was conducted in full compliance with the rules of natural justice. Mr. Mukherjee did not also complain that the enquiry officer was either biased or that a regular procedure was not observed in the enquiry. What he contended was that since the money was paid before the Sub-Registrar in full and the Sub-Registrar endorsed to that effect on Exts. D. & E. a contrary finding would be a perverse finding and would be liable to be set aside by this

Tribunal. The endorsements that he had in mind were, firstly, the Sub-Registrar's endorsement on Ex. D reading:

"Rupees 1407.18 as consideration is paid. Admitted in my presence by Sankar Chandra Majhi to Monohar Majhi."

Secondly, the Sub-Registrar's endorsement on Ex. E, reading:

"Rupees 3226.40 a consideration is paid. Admitted in my presence by Sankar Chandra Majhi to Bamapada Baul."

Exts. D & E, as appears from the evidence of the Enquiring Officer himself, were not before the Enquiry officer. He had no occasion to consider the two endorsements by the Sub-Registrar appearing on the two documents.

7. Now, under Section 21 of the Evidence Act—"Admissions are relevant and may be proved as against the person who makes or his representative in interest; but they cannot be proved by or on behalf of the person who makes them or by his representative in interest....." Now, if I look to the two endorsements quoted above, the admission by Sankar Chandra Majhi is to the effect that he paid a certain sum of money to either Monohar Majhi or to Bamapada Ball. The endorsement would not go to show that Monohar Majhi or Bamapada Ball received the money in full.

8. The Enquiry Officer had sufficient evidence before him to base his findings that the compensation money was not paid in full to the two parties. That places his finding beyond my reach and I cannot sit in appeal over his findings on further or other evidence produced before me. And, even if I did, which of course I do not, I would have held that the two endorsement incorporated in Exts. D & E were of little assistance to Sankar Chandra Majhi.

9. In the result, I find that the findings of the Enquiry Officer about the misconduct of the concerned workman were based on evidence and constituted misconduct under Clause 27(2) of the Standing Orders of the Company. The misconduct was such as merited dismissal from service.

10. In the view that I take, I hold that the management of Bengal Coal Company Limited was justified in dismissing Sankar Chandra Majhi. Zamindari Surveyor from 17th March, 1970. The workman is not entitled to any relief.

This is my award.

Dated May 27, 1971.

(Sd.) B. N. BANERJEE,  
Presiding Officer.  
[No. 6/66/70-LR.II.]

New Delhi, the 14th June 1971

**S.O. 2490.**—In pursuance of section 17 of the Industrial Disputes Act 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Bankola Colliery of Messrs Burrakur Coal Company Limited, Post Office Ukhra, District Burdwan and their workmen, which was received by the Central Government on the 9th June, 1971.

# CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

REFERENCE No. 34 OF 1971

## PARTIES:

Employers in relation to the management of Bankola Colliery of Messrs Burrakur Coal Company Limited,

AND

Their workmen.

## PRESENT:

Mr. B. N. Banerjee, Presiding Officer.

## APPEARANCES:

On behalf of Employers—Mr. S. B. Sanyal, Legal Adviser, Bihar Organisation of Industrial Employers.

On behalf of Workmen—Mr. Benarashi Singh Azad, General Secretary, Khan Shramik Congress.

STATE: West Bengal.

INDUSTRY: Coal Mines.

## AWARD

By Order No. 6/94/70-LRII, dated February 12, 1971, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) referred the following industrial dispute between the employers in relation to the management of Bankola Colliery of Messrs Burrakur Coal Company Limited and their workmen, to this Tribunal, for adjudication:

"Whether the management of Bankola Colliery of Messrs Burrakur Coal Company Limited, Post Office Ukhra, District Burdwan was justified in terminating the services of Sarvashri Angad Mahato, Mosgul Sha, Sk. Sattar, Ramnarayan Chowan, Gobardhan Das, Sisir Chatterjee, Sidhu Singh and Haradhan Singh, Cleaning Mazdoors from the 18th August, 1970, 18th August, 1970, 18th August, 1970, 19th August, 1970, 18th August, 1970, 19th August, 1970, 19th August, 1970 and 19th August, 1970 respectively? If not, to what relief the workmen concerned are entitled?"

2. It appears from a petition of compromise filed before this Tribunal, that the parties have settled their dispute on certain terms. Now that the parties have settled their dispute outside this Tribunal, I pass an award in terms of the settlement. Let the petition of settlement form part of this award.

(Sd.) B. N. BANERJEE,

Presiding Officer.

Dated, June 4, 1971.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE No. 34 OF 1971

BETWEEN

The Management of Bankola Colliery

AND

Their workmen

The humble petition of compromise on behalf of Management and the Union.

*Most Respectfully Sheweth:*

1. That the parties have resolved their dispute and difference on the following lines:

- (a) That the concerned workmen will be given a sum of Rs. 215/- (Rupees Two hundred and fifteen only) each by way of compensation in full and final satisfaction of their demand.
- (b) That the management will consider to give them jobs if and when vacancy therefor will arise.

The petitioners, therefore, humbly pray that an award in terms of the above settlement may be passed.

B. S. AZAD,  
On behalf of the Workmen.  
General Secy, Khan Shramik  
Congress, West Bengal.  
Dated, June 4, 1971.

Sd. M. K. MUKHERJEE,  
Manager & Principal Officer.  
On behalf of the Management.  
(Sd.) ILLEGIBLE  
Advocate.

[No. 6/94/70-LRII.]

New Delhi, the 17th June 1971

S.O. 2491.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Limited, Post Office D'shergarh, District Burdwan and their workmen, which was given by the employers in relation to the management of Messrs Bengal Coal Company Limited, Post Office D'shergarh, District Burdwan and their workmen, which was received by the Central Government on the 9th June, 1971.



CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

REFERENCE NO. 25 OF 1971

PARTIES:

Employers in relation to the Management of Messrs Bengal Coal Company Limited,

AND

Their workmen.

PRESENT:

Mr. B. N. Banerjee, Presiding Officer.

APPEARANCES:

On behalf of Employers.—Mr. D. Narsingh, Advocate.

On behalf of Workmen.—Mr. P. Das Gupta, Advocate.

STATE: West Bengal

INDUSTRY: Coal Mines

AWARD

By Order No. 6/96/70-LRII, dated January 11, 1971, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred the following industrial dispute between the employers in relation to the management of Messrs Bengal Coal Company Limited and their workmen, to this Tribunal, for adjudication:

"Whether the dismissal of Shri P. C. Ghosh, employed as Store Keeper in Sodepur Stores, by the management of Messrs Bengal Coal Company Limited from the 7th October, 1970 was justified? If not, to what relief is the workman entitled?"

2. The case pleaded by the workman, represented by his trade union called the Colliery Mazdoor Congress (HMS), is herein-below summarised in brief. P. C. Ghosh, the concerned workman, was employed as a Store Keeper, in Sodepur Stores of Bengal Coal Company Limited. One Premier Trading Corporation, of No. 5/1, Clive Row, Calcutta, was one of the suppliers of Store materials to Sodepur Stores of Bengal Coal Company Limited. In paragraph 4 of the written statement it was pleaded:

"4. That Stores supplies of steel materials either from the Premier Trading Corporation or from any other Supplier are accepted after weighment at the Poidih Weighbridge. In the case of weighment recorded in the Poidih Weighbridge was found less than the weight mentioned in the Supplier's Challan, the Challans were amended accordingly to the weight recorded in the Poidih Weighbridge and if the weighment recorded in the Poidih Weighbridge becomes higher than the weight as mentioned in the Challan, is maintained and is not changed, i.e., increased.

The size and Shapes and specifications of the materials were checked before acceptance and in case of any deviation in regard to the specification mentioned in the Company's Order for supply of the materials, the matter is brought to the notice of the Manager, Sodepur Stores and also to the Dy. Supdt. of Purchase & Stores and after their joint inspection either the supplies were accepted and rejected. And it will be found from records that several supplies of Premier Trading Corporation were rejected by the aforesaid Officer on inspection of the report of Shri P. C. Ghosh, as these materials were not according to the specification.

In paragraphs 6 and 7 of the said written statement, it was further pleaded:

"6. That two Trucks Loads of Steel materials were not accepted and returned through the same Truck according to the direction of M.S.S and that put the Supplier M/s. Premier Trading Corpn. to heavy loss

7. That during the month of April, 1970, when Sri P. C. Ghosh was on leave one Truck Load of Steel material was accepted by the Stores but on his return it was found that the Steel materials supplied in his absence did not conform to the specification and size and the Premier Trading Corporation was accordingly advised through official letters issued by the Manager Sodepur Stores (signed by D.S.P.S.) to take back the supplies as the same were not up to the specification. Several reminders were also issued but all was in vain. Ultimately the supplier were informed that they would be charged ground rent @ Rs. 20/- per day

till the materials were not lifted. On receipt of the said letter the Representative of the supplier came to the Stores on 27th July, 1970 with a fresh load of materials and informed the Manager that they would take back the rejected supplies after unloading the fresh supply that had been brought. When the unloading was completed the Driver refused to load back the rejected Sheets. That at this there was some exchange of hot words between Sri P. C. Ghosh and representative of the supplier who at that time had remarked to Shri P. C. Ghosh "You are at the root of rejecting the materials as the same was accepted by the other Clerk during your absence and you are out to harass us". They also tried to gain over Shri P. C. Ghosh by offering money. As the Manager was not in the office, the Truck was detained and the receipted Challan of the Goods that were freshly brought was not handed over. The matter was thereafter brought to the notice of Stores Supervisor who contacted the Manager over Phone and on his instruction the receipted Challan was handed over to the representative of the Supplier."

In paragraph 10 of the written statement, it was alleged that by the action taken against Premier Trading Corporation, they felt insulted. By way of retaliation they wrote a letter to the management, alleging that P. C. Ghosh had attempted to obtain from them illegal gratification, as the price of future forbearance from making deductions from the Challans of Premier Trading Corporation as per physical verification. Thereupon, the said workman was charged with misconduct as hereinafter stated:

"During the course of your duty at the Stores which includes receiving supplies of Stores Materials from outside suppliers, you in exercise of your official functions attempted to obtain from Premier Trading Corpn., of 5/1, Clive Row, Calcutta, who have been supplying Stores Materials to Sodepur Central Stores for yourself gratification by asking the said Premier Trading Corpn. representative to pay money as a reward so that in forbearance of your official functions you will not make any deduction in the Challan of the said supplier as per actual physical supplies received by you but pass their Challans in full affirming thereby receipt of Stores in Company's Books of quantities more than those physically received and you also told him that you will accept them undersized or oversized materials in disregard of specifications mentioned in the orders. You gave your Panchet Dam address to the said representative to contact you for this illegal purpose.

You are charged under section 19(1)(a) of the Standing Orders."

To the above charge, the concerned workman submitted the following reply:

"That supplies of Steel materials either from the Premier Trading Corpn. or from any other Supplier are accepted after weighment of Poidih Weighbridge. In case the weighment recorded in the Poidih Weighbridge was found to be less than the supplier's challaned quantity, the challans were amended accordingly and in case where the Poidih Weighments were found more than the challaned quantity, the quantity shown in the challans were not increased.

That sizes and specifications of the materials were checked before acceptance and in case of any deviation in regard to the specifications mentioned in the orders, the matter was brought to the notice of the M.S.S. and D.S.P.S. and after their joint inspection either the supplies were accepted or rejected and several supplies of M/s. Premier Trading Corpn. were rejected which are on records.

In short, I would beg to state that acceptance or rejection of any sort of materials are made with the approval and consent of M.S.S./D.S.P.S.

Hence the question of showing any favour to Premier Trading Corpn. or to any supplier does not lie in the hands of Receipt Clerk.

The said Premier Trading Corpn. has out of grudge and frustration falsely complained against me, as I had some hot discussions with the representative of the said Firm on 27th July, 1970 when his Lorry Driver refused to back load the rejected sheets lying in the Stores although he had agreed to back load the Sheets after unloading the supplies brought by him on that day. On his refusal to back load the rejected Sheets there was a delay in handing over the receipted Challan since M.S.S. was out. The matter was brought to the notice of the Stores Supervisor who contacted M.S.S. over the Phone and as per their instruction Challan was handed over to the representative of the said Firm after making an endorsement for refusing to back load the rejected sheets.

My action of pressing the supplier for removing the rejected Sheets might have annoyed him and out of grudge has concocted the allegations against me "

3. Pending enquiry into the first charge, the workman was kept under suspension. Thereafter, the workman was served with another chargesheet, dated August 20th, 1970. The said chargesheet was couched in the following language:

"You are incharge of the Store and your duty was to send the rope samples received from the collieries for test to the Director, Central Mining Research Station, Dhanbad, with a cheque, by the truck which goes to Murulidih 20/21 Pits colliery.

You received the cheque and sample rope by 13th July, 1970 but you did not send the sample with the cheque to the above organisation upto 4th August, 1970 though several trucks were sent to Murulidih 20/21 Pits colliery within this period. This is gross negligence on duty and disobedience of lawful order of the superior resulting damage to work in progress.

You are therefore charged under Section 17(1)(c) and 17(1)(i) of the Standing Orders."

To that charge, the workman gave the following reply:

"The charge sheet in question has been received by me today by Post from my permanent home address and in reply I beg to state as under.

That in absence of any official records, I am not in a position to give a proper and satisfactory reply to the alleged charge and accordingly I am submitting my provisional reply as under.

That sending of rope samples to C.R.M.S. Dhanbad depends mainly on three factors, firstly availability of transport, secondly, its time factor, thirdly whether the vehicle was allowed to load the Rope samples and deliver to CRMS Dhanbad.

In short, I beg to state as far as it is possible from my memory that the delay in sending Rope sample was not due to any lapses in my part but might be due to one of the reasons stated in Para 3 above."

At the enquiry held into the charges, it was alleged in the written statement:

"\*\*no opportunity was afforded to Shri Ghosh for proving his innocence. The witness examined by the management was merely a secondary and a hearsay evidence and that also related to the charge sheet No-2788 dated 20th August, 1970 pertaining to the Rope Samples. No primary evidence was produced to prove the guilt of Sri Ghosh."

As a result of the enquiry, the workman was found guilty of both the charges and consequently dismissed. This dismissal was challenged by the workman as illegal and malafide.

4. The written statement filed on behalf of the management was not very revealing. It is merely pleaded that the two charges were levelled against the workman, the workman submitted his explanations and there were due enquiries made. The Enquiry Officer found the workman guilty of both the charges, the management considered the enquiry report and on materials before them thought it proper to dismiss the workman on both the charges.

This is in substance is the pleadings of the parties, which I need bear in mind.

5. At this stage, I need refer to the enquiry report, Ex. 8, and to ascertain therefrom how the charge of taking illegal gratification was sought to be brought against the workmen. It appears from the enquiry report that the representatives of the Premier Trading Corporation, who had made the complaint in writing against the workman, was not examined before the domestic enquiry. The letter that B. N. Dhandhanla, a partner of the Premier Trading Corporation wrote is Ex. 7 (12), dated July 27, 1970, and is set out hereinbelow:

"We have to bring to your kind notice that we have to suffer a great loss in supplying you the above material because of the following:

(1) Your Sodepur Stores has made deductions in weight in each and every challan. Whenever we ask for the weightment slip they always state that our weight is correct and no weightment slip will be given. Once our man requested, then to weigh the material in his presence but they turned down the request on the plea that your store's men's morale will become down by weighing the material in our presence.

- (2) You are aware that we are not steel produces. The Iron & Steel material is sold in the market in whatever random sizes it is available. They returned the material so many times stating that this is not as per exact size. They return the material if there is a little deviation in size of only 1" or 2". Once the lorry is returned it means a loss of Rs. 700. Moreover one of your stores staff asked our man to pay him money and told, then, there will be no deductions in the challans. He has given his name and address as below:

Mr. P. C. Ghosh, Quarter No. F 62A, P. O. Panchet Dam, Distt. Dhanbad, (Bihar).

- (3) Our terms of payment is 30 days credit. But the Bills are outstanding from the month of April. You think can anybody give the credit of 4 months for supply of Iron & Steel materials. Whenever we chase up for payment they give us only assurance and no payment is made in time.
- (4) We are not given a good treatment by your Colliery man. Whenever we go to see them they speak in a harsh manner and ask us to go to 8, Clive Row, and they will do everything for you. We do not understand what meaning it carries.
- (5) When we go to collect the rejected materials they ask our man to bring 20 Coolies and load the material yourself. Is it possible for anyone to get the Coolies at an unknown place.

You will appreciate in view of the above circumstances how we can do the business." (Underlined by me).

In a proper enquiry, it was necessary that B. N. Dhandhanias, one of the partners of Premier Trading Corporation, who put his signature on Ex. 7(12), should have been examined. This was not, however, done before the domestic enquiry, nor was B. N. Dhandhanias called upon to identify the workman in person. All that was done was that R. Rajan, Manager of the Sodepur Stores deposed before domestic enquiry and proved letter Ex. 7 (12). He also produced a photograph of the workman, for the purpose of showing that S. K. Agarwala, another partner of premier Trading Corporation had identified the workman on a photograph amongst several sent to him. The other circumstance relied upon by the Enquiring Officer was that the workman himself admitted that there had been an offer of bribe made to him but that he had not reported the incident earlier to the Manager. The third circumstance relied upon against the workman was that he had taken leave for going to Calcutta on April 10 and 11, 1970, a circumstance which fitted in with the note of S. K. Agarwala, Ex. 7 (13) that the workman had approached Premier Trading Corporation for bribe. The prayer of the workman for production of the representative of the suppliers for cross-examination was refused on the ground that the Manager had pleaded his inability to produce the representative. On these circumstances, the domestic Enquiring officer found the workman guilty of the first charge.

6. Having considered the materials upon which the Enquiring Officer had come to his conclusion, I am not satisfied that a proper enquiry was held with regard to the first charge. The most material witness, namely, the representative of Premier Trading Corporation, who was alleged to have been approached for illegal gratification, was not examined at the enquiry. The Enquiring Officer proceeded on several circumstantial evidence but the circumstances were not such as pointed to the only conclusion that the workman must have asked for illegal gratification from the representative of Premier Trading Corporation.

7. It was held by the Supreme Court, in the case of *Ritz Theatre (Private) Limited, Delhi and Its Workmen*, (1962), II LLJ 498(501-502):

\* \* \*

That if it appears that the departmental enquiry held by the employer is not fair in the sense that proper or full opportunity had not been given to the employee to meet the charge, or the enquiry has been affected by other grave irregularities vitiating it, then the position would be that the tribunal would be entitled to deal with the merits of the dispute as to the dismissal of the employee for itself. The same result follows if no enquiry has been held or the enquiry which has been held is not proper or fair or that the findings recorded by the enquiry officer are perverse. The whole issue is at large before the tribunal. This position also is well settled.

In regard to cases falling under this last category of cases, it is however open to the employer to adduce additional evidence and satisfy the tribunal that the dismissal of the employee concerned is justified. And in such a case, the tribunal would give opportunity to the employer to lead such evidence, would give an opportunity to the employee to meet that evidence, and deal with the dispute between the parties in the light of the whole of the evidence thus adduced before it. There can be little doubt even about this position."

Mr. D. Narsingh, learned Advocate for the employers, submitted before me that it was beyond the competence of the Bengal Coal Company Limited to produce any representative of the Premier Trading Corporation for examination before the Domestic enquiry. He may be right. He submitted further that for the same reason, the employer could not produce the representative of Premier Trading Corporation before this Tribunal. In this submission Mr. Narsingh was not right. If the Bengal Coal Company had made a proper application for summoning a named representative of the Premier Trading Corporation, as a witness before the Tribunal, such summons would have been issued and his attendance could be enforced. Nothing like that was done. I, therefore, thought it proper to examine S. K. Agarwala, the representative of the Premier Trading Corporation as a witness. S. K. Agarwala gave evidence in obedience to the summons issued by this Tribunal. In answer to certain questions put by this Tribunal, he stated:

"The Sodepur Stores disputed the weighment in every consignment by about 5 to 15 percent. I cannot say if the disputes were rightly raised and deductions correctly made because goods were never weighed in our presence nor weighment slips issued to us. We came to know of the deductions from letters accompanying payments which were always made by a/c payee cheques. We protested whenever deductions were made by letter. But our written protests were not attended to. We did not take any further action against Bengal Coal Company Limited for the wrongful deductions made, because we wanted to maintain good relationship. We always made supplies strictly according to the specifications. Goods were also returned two or three times because they did not conform to the specifications by a few inches only. (Asked to produce letters when goods were returned on the ground of their being not in conformity with the orders, the witness produces three letters, one dated May 6, 1970 and two dated May 9, 1970. Marked Ex. X, X1 and X2 as Court exhibits). In the case mentioned in Exts. X, X1 and X2, the goods as ordered were available in the market but goods of different specifications were supplied. In these three cases, the mistake was on the part of ourselves as Suppliers and Sodepur Stores was right in returning the goods. Witness was asked to explain the meaning of the following sentence in Ex. 7/12, "The iron and steel material is sold in the market in whatever random sizes it is available. They returned the material so many times stating that this is not as per exact size.). There are letters showing that goods were returned because they were not according to size, apart from the three letters produced (Witness examines his file from cover to cover). There is no such letter on the file. It is not that goods were always returned at the instance of P. C. Ghosh."

About the story of illegal gratification, the version of this witness was:

"P. C. Ghosh asked for money as gratification in the month of April, 1970. The illegal gratification was asked from myself by P. C. Ghosh. By the expression 'our man' in paragraphs 2 myself is indicated. He asked for illegal gratification of Rs. 100/- in all. I did not complain against him then and there because I believed he would stop asking money. As a human being I thought that since I was not giving he would not ask. I do not exactly remember the date when for the last time P. C. Ghosh asked for money from me."

About the manner as to how he identified P. C. Ghosh before the authorities of Bengal Coal Company Limited, he said:

"I identified P. C. Ghosh by his photograph. Mr. R. Lal, Managing Director called me in his office, showed me five or six photographs and I identified P. C. Ghosh's photograph from out of them. Thereafter I put my signature on a certificate of identification (Certificate is marked Ex. 7/13 and Photograph Ex. 7/14)."

To further questions put by this Tribunal he said:

"After April 1970, I went to Sodepur Workshop also in the month of May and June, 1970. On each of those occasions I met with P. C. Ghosh and he went on asking for money. It was in the third week of June that P. C. Ghosh asked for money from me. P. C. Ghosh gave me his Home address as in Ex. 7/12 in the month of April, 1970."

In cross-examination, he stated:

"After we wrote the Ex. 7/12 the management did not place any order with ourselves. I repeat that P. C. Ghosh asked for money from me. I dispute your suggestion that I got P. C. Ghosh's address from the office."

The evidence of the witness did not impress me. He admits that his firm was not supplying goods according to the specifications. If P. C. Ghosh, the concerned workman, objected to accept such goods and reported the conduct of the suppliers to the authorities, he was only performing his duties loyally. For forbearance, the demand was alleged to be only Rs. 100/-. This was too small a price to charge and for this small consideration to invade the office of the suppliers from Sodepur to Calcutta does not seem to be worth the while. This witness, in my opinion, came to speak a story and the manner in which spoke the story did not leave me satisfied. In the view that I take, I hold that there was a good deal of perversity in finding the workman guilty of the first charge on the meagre materials before the domestic enquiry.

7. So far as the second charge is concerned, the Enquiring Officer examined the evidence tendered before him and came to the conclusion:

"I find that the delinquent had valid reasons not to be able to send the rope in question till 23rd July, 1970. It is proved that the delinquent failed to send the rope for test which was regularly required to be done in any of the lorries which went to Dhanbad on 25th July, 1970, 27th July, 1970, and 31st July, 1970."

Now, this is a finding which is based on consideration of evidence and I cannot interfere with the findings based on evidence. The position therefore is that of the two charges levelled against the workman, the enquiry report, so far as one charge is concerned, cannot be assailed. It is also settled law that if a delinquent be charged with several charges of misconduct, he may be punished on proof of any one of them. The imposition of the punishment of dismissal for the type of negligence as was proved in this case may be much too harsh, but I cannot interfere with that punishment, which was inflicted at least on one charge of proved misconduct.

8. In the result, I hold that dismissal of P. C. Ghosh, employed as Store Keeper in the Sodepur Stores by the management of Bengal Coal Company Limited from 7th October, 1970 was justified. The workman is not entitled to any relief.

This is my award.

Dated, May 31, 1971.

(Sd.) B. N. BANERJEE,

Presiding Officer.

[No. 6/96/70-LRII.]

New Delhi, the 19th June 1971

S.O. 2492.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 1), Dhanbad, in the industrial dispute between the employers in relation to the management of Kharkharee Colliery of Messrs Bharat Mining Corporation Limited, Post Office Kharkharee, District Dhanbad and their workmen, which was received by the Central Government on the 14th June, 1971.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 1),  
DHANBAD

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

REFERENCE NO. 5 OF 1969

PARTIES:

Employers in relation to the Kharkharee Colliery of Messrs Bharat Mining Corporation Limited, Post Office Kharkharee, District Dhanbad.

AND

Their Workmen.

PRESENT:

Shri A. C. Sen, Presiding Officer.

APPEARANCES:

For the Employers.—Shri P. K. Bose, Advocate.

For the Workmen.—Shri T. P. Choudhury, Advocate

STATE: Bihar.

INDUSTRY: Coal.

Dhanbad, dated the 31st May, 1971

AWARD

By an Order dated New Delhi, the 20th November, 1968, the Central Government referred to this Tribunal the following issue as specified in the schedule to the Order, for adjudication:

"Whether the management of Kharkharee Colliery of Messrs Bharat Mining Corporation Ltd. Post Office Kharkharee, District Dhanbad, was justified in refusing employment to Shri Brij Bhusan Singh, Hostel Superintendent, with effect from the 1st January, 1968? If not, to what relief is the workman entitled?"

2. The facts giving rise to the above issue are stated below. The workman concerned was appointed by the Coal Fields Recruiting Organisation (hereinafter referred to as "the C.R.O." as Assistant Supervisor in 1959. In or about 1960 he was promoted to the post of a unit Supervisor. His duty as Unit Supervisor was to supervise labourers living in a camp. At the time it was known as Gorakhpuri camp.

3. From 1st of June 1961 the Gorakhpuri camps came to be known as Miners' Hostels. Rules were framed for running these Hostels. The workman concerned started a Miners' Hostel at the Kharkharee Colliery on the 1st of August, 1961.

4. According to the deposition made by the workman concerned he was appointed as the Superintendent of the Miners' Hostel at Kharkharee by Sri S. C. Jain one of the Directors of the Bharat Mining Corporation Ltd. In paras 3 and 4 of the statement submitted by the management it has been stated that the C.R.O. appoints Hostel Superintendent to control and look after the C.R.O. labourers regarding their messing and payment of wages, and that the Executive Officer of the C.R.O. grants leave and takes disciplinary actions when necessary against a Hostel Superintendent. These statements of the management have not been specifically denied by the workman concerned in his written statement, in para 2 of which he has simply stated that he was employed by the said employers meaning thereby the Bharat Mining Corporation Ltd. as a Hostel Superintendent from 1st August, 1961 till 31st December, 1967.

5. Till about October, 1967, the workman concerned worked in the Kharkharee Colliery belonging to the Bharat Mining Corporation Ltd. In para 3 of the statement on behalf of the workman concerned it has been stated that on or about the 1st of October the management verbally directed the workman to work in its another colliery, namely, the Churi Colliery near Ranchi for sometime assuring him at the same time that after a month or two he would be brought back to the Kharkharee Colliery, and that in good faith the workman concerned temporarily went to work at the Churi Colliery though the transfer was illegal.

6. The further case of the workman concerned as made out in para 5 of his written statement is that while he was working at the Churi Colliery he was verbally told on or about the 23rd of December, 1967 that there would be no work for him

after the 31st of December, 1967, that, therefore, his service would not be required on and from the 1st of January, 1968 and that he was accordingly stopped from work on and from that date. He has also stated in that paragraph that he should have been brought back to the Kharkharee Colliery as per assurance given to him when he was sent to the Churi Colliery, as he was an employee of the former colliery only.

7. It transpires from para 6 of the workman's written statement that he was not served with any notice in writing as required by law when his service was terminated on the ground of being surplus, that on the 23rd of December, 1967 he was paid his wages for the whole month of December, 1967 and that he had accepted the wages for December, 1967 under his written protest as no compensation for retrenchment or one months' wages in lieu of notice had not been offered to him.

8. It is not disputed that the Kharkharee Colliery is owned by the Bharat Mining Corporation Ltd., and that the Churi Colliery is owned by the United Karanpura Collieries (P) Ltd., and that the Kharkharee Colliery is situated in the District of Dhanbad and the Churi Colliery is situated in the District of Ranchi. There is however dispute between the parties as to the management of the two collieries.

9. As to why the workman concerned was transferred to the Churi Colliery, the management has stated in para 9 of their written statement that since after the transfer of the C.R.O. labour from the Kharkharee Colliery to the Churi Colliery there was no necessity of any Hostel Superintendent in the Kharkharee Colliery, the workman concerned was transferred to the Churi Colliery. It has further been stated in para 10 of its written statement that the workman concerned joined the Churi Colliery, worked there with effect from the 1st of October, 1967 and was receiving his wages and other emoluments from the Churi Colliery.

10. As to why the services of the workman was terminated it has been stated in para 11 of the management's written statement that as the C.R.O. labour Camp at the Churi Colliery was also abolished the workman concerned employed as the Hostel Superintendent at the Churi Colliery became surplus at that colliery and that, therefore, his services were terminated at the Churi Colliery with intimation to the Executive Officer of the C.R.O.

11. The management thinks that it has unnecessarily been made a party in the present reference, because on the relevant date the workman concerned was employed at the Churi Colliery and was not an employee of the Kharkharee Colliery.

12. As to what happened subsequent to the termination of the services of the workman concerned, his version is as follows. The verbal termination of the services on the plea of surplusage being illegal and void *ab initio* for the non-observance of the mandatory provisions of Sec. 25F of the Industrial Disputes Act, 1947, the workman concerned demanded from the management one month's wages in lieu of notice and also compensation as provided in section 25F (a) and 25F (b) of the Act or reinstatement without break in service. The management, instead of conceding his demand offered him subsequently on the 13th of February a small sum as compensation for retrenchment, but did not offer him one months' wages in lieu of notice. The amount offered was also inadequate as it was not computed on the basis of his actual monthly emoluments or wages.

13. The workman claims in the last two paragraphs of his written statement that he is entitled either to be reinstated in his service with effect from the 1st of January, 1968 or to be paid full wages and all other benefits as from the 1st of January, 1968 till his services are terminated by the management according to law.

14. At the final hearing Shri P. K. Bose, learned Advocate for the management raised the following preliminary issues: (1) whether the dispute as specified in the Schedule to the Order of Reference was at all raised by Shri Brij Bhushan Singh with the management. (2) whether Shri Brij Bhushan Singh is a workman within the meaning of the Industrial Disputes Act, (3) whether Shri Brij Bhushan Singh was an employee of the Kharkharee Colliery of the Bharat Mining Corporation Ltd., or of the C.R.O. (4) whether there can be any dispute between Shri Brij Bhushan and the Kharkharee Colliery.

15. I propose to take up the first of the preliminary issues noted above. According to Shri Bose, the primary grievance of Brij Bhushan is the non-receipt of retrenchment compensation and one month's notice salary under Sec. 25F of the Industrial Disputes Act. My attention has been drawn by him to Ext. 10. This exhibit consists of three sheets. These sheets are the pay bills of C.R.O. employees at Churi Colliery for the months of October, November and December,



1967. There is an endorsement dated 23rd December, 1967 on the reverse of the bill for the month of December, 1967, over the signature of Brij Bhusan Singh, Hostel Superintendent and Group Officer, West Bokaro. The endorsement is to the following effect: "Received Rs. 1278.84 paise (.....). Received payment under protest for not receiving retrenchment compensation and one months' notice salary etc.

16. In paragraph 6 of his written statement Brij Bhusan himself has stated that on the 23rd of December, 1967 he was paid his wages for the whole month of December, 1967 which had accepted under his written protest as no compensation for retrenchment or one months' wages in lieu of notice had been offered to him. It may be noted that the protest was made by Brij Bhusan, not to the Bharat Mining Corporation Ltd., owner of the Kharkharee Colliery but to the United Karanpura Collieries Private Ltd., owner of the Churi Colliery.

17. Shri Chowdhury, learned Advocate for Brij Bhusan relies strongly on Ext. W39 to establish that the dispute as specified in the Schedule to the Order of Reference was raised by Brij Bhusan with the management of the Bharat Mining Corporation Ltd. Ext. W39 is a letter dated 28th January, 1968, written by Brij Bhusan as Hostel Superintendent to the Managing Director, Bharat Mining Corporation Ltd. The said letter omitting the unnecessary portions is quoted below:

"Dear Sir,

You may be aware of the fact the appointment of the Miners Hostel staff was approved.....by the Commissioner, Coal Mines Welfare Organisation & Chairman of the Central Hostel Committee.....on the recommendation of the Director Kharkharee Colliery or Chairman Local Hostel Committee.....

The appointment was recommended and approved under the rulings of the Central Government.....

The staff presumes it, still to be in continued service in the approved designation and such their salary for January, 1968, may please be paid"

18. This letter appears to have been written by Brij Bhusan on behalf of all the members of the staff of the Miners' Hostel, including himself. The subject matter of the letter has been described as "Staff of Miners' Hostel". No specific demand for employment was made as the members of the staff presumed that they were even then in the continued service. The only thing demanded was the salary of the members of the staff of the Miners' Hostel for the month of January, 1968. I am not prepared to hold that by this letter, Ext. W39, Brij Bhusan raised the present dispute with the management of the Kharkharee Colliery.

19. The real object of this letter, Ext. W39 is revealed by the next document filed by Brij Bhusan and marked as Ext. W40. This Exhibit, viz. Ext. W40 is the "retrenchment compensation Bill of staff of Miners' Hostel of Kharkharee Colliery" prepared by Brij Bhusan as Hostel Superintendent and it is dated 29th January, 1968. It is clear that this bill was prepared the very next day after Ext. W39 had been written. It is, therefore, clear that Ext. W39 was written in order to induce the management of the Kharkharee Colliery to pay retrenchment compensation and wages for one month in lieu of notice.

20. The circumstances under which the letter dated 28th January, 1968, Ext. W39 was written will appear from the following extract taken from the deposition of Brij Bhusan, witness No. 1 for the workmen: "I took my salary on protest saying that I was entitled to retrenchment compensation and notice pay when B. P. Jain told me that he would arrange for the payment of same on consultation with S. C. Jain. I came to Kharkharee, saw S. C. Jain who took me to B. P. Jain and it was agreed that retrenchment compensation and notice pay would be paid, when I did not receive the payment I wrote to S. C. Jain in the last week of January, 1968." This letter written to S. C. Jain in the last week of January is obviously the letter dated 28th January, 1968, Ext. W39. There is no doubt about it that this letter was written in connection with the controversy relating to the payment of retrenchment compensation and notice pay.

21. Shri Chowdhury, the learned Advocate for Brij Bhusan argued that the present dispute was raised with the management through Exts. W39, W40 and W41. Ext. W39 has already been noted and I have already expressed the view that Brij Bhusan did not raise the present dispute with the management by this exhibit. Ext. W. 40 is in no way connected with the present dispute.

Ext. W41 is merely statement of Shri S. C. Jain one of the Directors of the Bharat Mining Corporation Ltd. in course of the conciliation proceedings. Had it been the statement of Brij Bhushan even then it could not be said that he raised the instant dispute by means of such statement. Any demand made to the Conciliation Officer cannot have the effect of making a demand to the management.

22. Reference may be made in this connection to the decision of the Supreme Court in *Sindhu Resettlement Corporation Ltd. V. Industrial Tribunal, Gujarat and other*, 1968 (1) L.L.J. 834. There it was held that when no dispute about reinstatement is raised either by the workman concerned or by the union before the management the State Government is not competent to refer a question of reinstatement as an industrial dispute for the adjudication of the Tribunal. The workman concerned in that case was employed by the Sindhu Resettlement Corporation Ltd. as an accounts clerk on the 13th of December, 1950. A subsidiary company was formed by the Resettlement Corporation under the name of Sindhu Hotchief (India) Ltd., in which one of the principal share holders was the Resettlement Corporation. With effect from the 18th of September, 1953 the services of the workman concerned were placed at the disposal of Sindhu Hotchief Ltd., and he worked with Sindhu Hotchief up to 20th February, 1958 when his services were terminated after payment of retrenchment compensation and all other dues.

23. On the 21st of February, 1958, the workman concerned went to the office of Resettlement Corporation, reported himself for duty and requested that he might be given posting order in the Resettlement Corporation. The Corporation informed him of its inability to re-employ him on the ground that the post which he had been occupying in 1953 had been permanently filled up. Thereupon he demanded retrenchment compensation, which also was refused. His case was taken up by the Union. The Secretary of the Union also wrote a letter to the management of the Corporation asking for payment of retrenchment compensation to the workman concerned on the ground that the Corporation had refused to re-employ him. There were some conciliation proceedings and on the failure report of the Conciliation Officer the State Government referred the following dispute to the Tribunal for adjudication: "Demand 1: R. S. Ambwaney should be reinstated in the service of Sindhu Resettlement Corporation Ltd. and should be paid his wages from February 21, 1958."

24. It was urged *inter alia* by Sindhu Resettlement Corporation Ltd. that as no dispute relating to reinstatement was actually raised either by the workman concerned or the union before the reference was made to the Tribunal by the State Government, the reference itself was without jurisdiction. On the facts of the case as they appeared from the materials before the Tribunal it was argued that, in fact, the demand, which was being pressed with the management by the workman concerned as well as the union was in respect of retrenchment compensation and not reinstatement. The Supreme Court observed: "The demand for reinstatement seems to have been given up, because the respondents realised that the services of respondent No. 3 had not been terminated by discharge or dismissal, but by retrenchment only, and that retrenchment not being the result of any unfair labour practice or victimization, respondent No. 3 could only claim retrenchment compensation. . . . Both the respondents in their claims put forward before the management of the appellant, requested for payment of retrenchment compensation and did not raise any dispute for reinstatement."

25. In the instant case too, Brij Bhushan realised that his services had not been terminated by discharge or dismissal, but by retrenchment only, and that retrenchment not being the result of any unfair labour practice or victimisation, he could only claim retrenchment compensation. It may be recalled that Brij Bhushan's services were terminated at the Churi Colliery on account of the Miners' Hostel being abolished. The question of unfair labour practice or victimisation cannot arise because Brij Bhushan was never a member or office bearer of any union. Moreover, there is no evidence on record to this effect. It is for this reason that Brij Bhushan in the instant case in his claim put forward before the management requested for payment of retrenchment compensation and did not raise any dispute for reinstatement. In his deposition Brij Bhushan has not said anywhere that he demanded reinstatement or employment from the management though he repeatedly told about demanding retrenchment compensation and wages in lieu of notice from the management.

26. From the report as to the failure of conciliation submitted by the Asstt. Labour Commissioner (Central) it appears that Brij Bhushan approached the office of the Asstt. Labour Commissioner against his alleged illegal and forced

idleness imposed on him by the management of the Kharkharee Colliery. So the question of refusing employment was raised by Brij Bhusan for the first time before the Conciliation Officer. The effect of such a step was considered by the Supreme Court in the case of Sindhu Resettlement Corporation, 1968 (1) L.L.J. 834 and the effect was thus described by the Supreme Court: "It may be that the Conciliation Officer reported to the Government that an industrial dispute did exist relating to the reinstatement of respondent No. 3 and payment of wages to him from 21st February, 1958, but.....the evidence produced (before the Tribunal) clearly showed that no such dispute had ever been raised..... with the management.....If no dispute at all was raised by the respondents with the management, any request.....to the Government would only be a demand by them and not an industrial dispute between them and their employee.....A mere demand to a Government, without a dispute being raised by the workmen with their employer, cannot become an industrial dispute." The Supreme Court concluded that the reference made by the Government was not competent and that the only reference that the Government could have made had to be related to the payment of retrenchment compensation which was the only subject matter of dispute between the appellant and the respondents. I, too am bound on the principles laid down by the Supreme Court that the instant reference is not competent and that the only reference that the Government could have made had to be related to the payment of retrenchment compensation which is the only subject matter of dispute between Brij Bhusan and the management. My conclusion on this preliminary issue is sufficient to dispose of this matter. I intend, however, to express my opinion on the other preliminary issues raised by Mr. Bose, learned Advocate for the management.

27. The second preliminary issue raised by Mr. Bose is whether Brij Bhusan is a workman within the meaning of the Industrial Disputes Act. The question is to be answered, in my opinion, in the light of clauses (iii) and (iv) of sec. 2(s) of the Industrial Disputes Act, because by these clauses and also by clause (i) and (ii) certain persons have been excluded from the category of a 'workman.' Clause (ii) says that 'workman' does not include any such person, that is to say a person mentioned in the main provision of sec. 2(s) who is employed mainly in a managerial or administrative capacity. Clause (iv) enacts that 'workman' does not include any such person who, being employed in a supervisory capacity, draws wages exceeding five hundred rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature. We are concerned with the second part of clause (iv) which excludes a person who, being employed in a supervisory capacity exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.

28. Let me first of all consider whether Brij Bhusan is excluded from the category of 'workman' by clause (iv). He was undoubtedly employed in a supervisory capacity. His duty was to supervise the Miners' Hostel. He was appointed as an Assistant Supervisor in 1959. In 1960 he was promoted to the rank of a Unit Supervisor. He himself has stated in his examination in chief that his duty as a Unit Supervisor was to supervise labourers living in a camp. From the 1st of June, 1961 the camp to be known as the Miners' Hostel. Evidently the nature of his duty did not change. According to Brij Bhusan he was appointed as the Superintendent of the Miners' Hostel at Kharkharee by Sri S. C. Jain, one of the Directors of the Bharat Mining Corporation Ltd. So his own case is that he was appointed in a Supervisory capacity. His wages admittedly were less than Rs. 500 per month.

29. The next thing to be considered is whether he exercised, either by the nature of the duties attached to the office or by reason of the powers vested in him, function mainly of a managerial nature. Let me first consider the nature of the duties attached to the office of the Hostel Superintendent. Brij Bhusan himself has stated as follows in his deposition regarding his duties: "I had to perform the following duties: (1) to prepare pay-sheets of the inmates of the Hostel; (2) to prepare Provident Fund records (records) for profit sharing bonus, quarterly bonus; (3) to give reply to all letters, to draft them and to place them before the Directors; (4) issuing of ration and entering the same in Registers; (5) to look after the health, general health of the inmates; (6) ...to maintain discipline; (7) to arrange for compensation for injuries; (8) in case of trouble among the camp labourers underground I had to go underground on the instructions of the Manager."

30. Brij Bhusan has also stated in his deposition that he worked according to the rules and regulations framed by the Central Hostel Committee and Local

Hostel Committee. An idea as to the duties of a Hostel Superintendent may be obtained from the proceedings of the meeting of the Central Hostel Committee held on the 19th of May, 1961, that form part of Ext. W4 filed by Brij Bhushan. The duties of Hostel Superintendents have thus been described in the said proceedings:

"He shall be incharge of the day-to-day administration of the hostel and shall carry out the instructions and decisions of the Hostel Committee. His duties shall be as follows:—

- (i) To act as non-member Secretary of the Local Hostel Committee, maintain the minutes of the monthly meeting of the Committee and take immediate action on its recommendations.
- (ii) to allot accommodation to those admitted to the Hostel by the Committee. To prepare and maintain the prescribed documents.
- (iii) He will be incharge of ration stores and will receive and issue ration according to the prescribed standing orders and will maintain the prescribed stock register indicating daily balances.
- (iv) To supervise proper cooking of meals.
- (v) To arrange for the distribution of cooked food, tea sprouted gram, etc. to the inmates of the Hostel at timings fixed for the different shifts.
- (vi) To arrange for medical examination, hospitalisation of the sick inmates and for a proper sick diet for them.
- (vii) To keep a proper record of the hostel inmates injured in the course of their employment and to follow up their compensation cases.
- (viii) To send monthly reports of strength etc.....to the Welfare Officer and the Coal Mines Welfare Commissioner.
- (ix) To report immediately any serious happenings in the case to the Welfare Officer.....and Welfare Commissioner and the local representative of the Coal Mines Welfare Organisation.
- (x) To ensure proper.....accommodation, lighting arrangements, water supply and cleanliness in the hostel.
- (xi) To see that hostel discipline is properly maintained and standing orders of the Hostel Committee are followed.

The Hostel Superintendent shall afford necessary facilities to the inspecting staff of the Coal Mines Welfare Organisation in their inspection of the hostel.....He shall allow free access to all those who want to visit the inmates during the day time. Any visitors during the night between 11 P.M. and 5 A.M. will, however, obtain his prior permission."

31. The duties enumerated above leave no room for doubt that the Hostel Superintendent is entrusted with the management of the hostel. He is required to see that hostel discipline is properly maintained. He is required to ensure proper accommodation, lighting, water supply and cleanliness of the hostel. It is his duty to arrange for medical examination of the sick inmates, their hospitalisation and sick diet. He supervises cooking. He acts as Secretary of the Local Hostel Committee. His permission is to be taken to visit an inmate between 11 P.M. and 5 A.M. He follows up the compensation case of the workers injured in course of their employment. There is no doubt that Brij Bhushan as Hostel Superintendent use to manage the affairs of the hostel. Exts W19 and W20 filed by Brij Bhushan, being statements of Profit Sharing Bonus of the Miners' Hostel at Kharkharee for the years 1964-65 and 1965-66, show that there were five Assistant Supervisors to assist Brij Bhushan in the work of supervision, so that he might give undivided attention to the managerial work. Hence he was primarily engaged in managerial work. In other words he used to exercise functions mainly of a managerial nature. It is not necessary that a person exercising function of a managerial nature should have the power of making appointments. If an individual has officers subordinate to him, whose work he is required to overlook, if he is to take decision and also the responsibility for ensuring that the matter entrusted to his charge are efficiently conducted and an ascertainable area or section of work is assigned to him, an inference of a position of management would be justifiable (*vide*, Standard Vacuum Oil Company v. Commissioner of Labour, 1959 (II) L.L.J. 771). Brij Bhushan was required to take decision in many matters. He was to decide whether medical examination was necessary in the case of any workman, whether he was to be sent to the hospital, what should be the proper sick diet for him. He had to decide what

steps should be taken for the proper maintenance of discipline in the hostel. He was required to follow up the compensation cases of the injured workmen; he had, therefore, to devise ways and means to ensure the recovery of proper compensation. The administration of the hostel was assigned to him; even the management could not interfere with such administration. He enjoyed a large amount of autonomy. He was answerable primarily to the Local Hostel Committee, of which he was the Secretary, and ultimately to the Central Hostel Committee. It was his responsibility to see that the hostel was efficiently run. It can, therefore, be inferred that he occupied a managerial post.

32. Mr. Choudhury, appearing on behalf of Brij Bhushan, in his attempt to establish that Brij Bhushan was a workman relied on the following Exhibits: Exts. W8, W9, W10, W11, W13, W14, W15, W18, W19, W20,

W35, W36, and M1. Ext. W8 consists of the returns of persons qualified for membership of the Coal Mines Provident Fund. These returns were prepared by Brij Bhushan. Exts. W9, W10 and W11 are letters written by Brij Bhushan to the Coal Mines Provident Fund Commissioner for the payment of provident money to some of the inmates of the hostel. W15 is a letter written by the Manager which shows that Brij Bhushan was sent to verify payment to C.R.O. miners'. Exts. W19 and W20 are the returns for profit sharing bonus of the Miners' Hostel at Khar-khaee, prepared by Brij Bhushan. Ext. W36 is a letter written by Brij Bhushan to the Dy. Director, Gorakhpur regarding the repatriated labourers. Exts. W8, W13, W14, W18, W35 and M1 have scarcely anything to do with the question under consideration. It is argued by Mr. Choudhury that these Exhibits show that the primary duty of Brij Bhushan was to prepare returns and write letters to the various authorities and that, therefore he was a workman within the meaning of the Industrial Disputes Act. I cannot accept this argument. It is absurd to suggest that from the 1st of August, 1961 to the 30th of September, 1967 he was paid for preparing the returns. Exts. W19 and W20 and for writing a few letters to the different authorities, or that during this period his primary duty was to prepare the returns and to write letters. Even a person doing managerial work may have to perform clerical work as well. If a person is mainly exercising functions of a managerial nature, but, incidentally or for a fraction of the time, also does some clerical work, he is to be regarded as doing managerial work. Reference may be made to the recent Supreme Court decision in *Ananda Bazar Patrika Ltd. v. Its Workmen*, 1970 (1) M.F.J. 1, wherein it has been said that if a person is mainly doing supervisory work, but, incidentally or for a fraction of the time, also does some clerical work, he is employed in a supervisory capacity. Clause (iv) of Sec. 2(s) too speaks of functions "mainly of a managerial nature. Brij Bhushan was employed in a supervisory capacity and exercised functions mainly of a managerial nature, though incidentally or for a fraction of the time he performed clerical work. This conclusion follows from the evidence on record. He, therefore, cannot be regarded as a workman and the present dispute cannot be regarded as an industrial dispute.

33. The question may be examined in the light of clause (iii) of Sec. 2(s). Under that clause one who is employed mainly in the managerial or administrative capacity is not a workman. The proceedings of the meeting of the Central Hostel Committee held on the 19th of May, 1961 (Ext. W4) show that the Hostel Superintendent is in charge of the day-to-day administration of the hostel. That indicates that Brij Bhushan was employed in administrative capacity. Hence he cannot be regarded as a workman. The duties that he used to perform as shown above were mainly administrative in nature. Consequently, the present dispute cannot be regarded as an industrial dispute.

34. Mr. Bose, appearing on behalf of the management argued that Brij Bhushan was the employee of the C.R.O. and not of the Kharkhaee Colliery. He drew our attention to Exts. M1 and M5 in this connection. Ext. M1 is a letter dated the 28th March, 1963 written by the Executive Officer, C.R.O. to Brij Bhushan. The letter opens thus: "The Organisation is pleased to confirm you in your appointment as Camp Officer." Ext. M5 is the Leave Record of Brij Bhushan maintained by the C.R.O. Leave was granted to Brij Bhushan from time to time by the C.R.O. from 10th May, 1962 to 10 May, 1968. Ext. M5 also shows that between 28th October, 1959 to 7th October, 1967, Brij Bhushan was transferred to different collieries by the C.R.O. Ext. W30 dated 9th June, 1967 is an order granting leave to Brij Bhushan for 45 days; it was signed by the Executive Officer, C.R.O. The Executive Officer, C.R.O. granted leave for 15 days to Brij Bhushan by Ext. W31. Exts. M4 and M4(a) show that retrenchment compensation and notice pay were given to Brij Bhushan on 28th November, 1968 by the C.R.O.

Ext. M10 is also very significant. It consist of three pay bills for the last three months of 1967. In all these bills Brij Bhushan has described as an employee of the C.R.O. and all of them bear the signature of Brij Bhushan. These documents undoubtedly are a *prima-facie* evidence of Brij Bhushan being an employee of the C.R.O.

35. Mr. Chowdhury on the other hand draws my attention to clauses (3) and (4) of paragraph 8 of the proceedings of the meeting of the Central Hostel Committee held on the 5th of May, 1961. Clause (3) says that the Hostel Superintendents would be whole time employees of the management. Clause (4) say that the Hostel Superintendents would be appointed by the management with the approval of the Central Hostel Committee and the Coalfields Recruiting Organisation would have no authority or control over them. Ext. W2 shows that Shri S. C. Jain, one of the directors of Bharat Mining Corporation Ltd., was writing to the Coal Mines Welfare Commissioner and Chairman, Central Hostel Committee for the approval of the appointment of Brij Bhushan as the Hostel Superintendent of the Miners' Hostel at the Kharkharee Colliery. Ext. W17 is a letter, dated 30th November, 1965 written by the Manager of the Kharkharee Colliery to the Hostel Superintendent, that is, to Brij Bhushan. He was complaining about the insubordination of the Assistant Supervisors. The second paragraph of Ext. W17 runs thus: "The Miners' Hostel Staff is paid by the company and as such being its employee must behave with its superior staff properly. It may please be noted that C.R.O. is our representative simply for miners recruiting purposes and in no way can it interfere in our Hostel's administration. Please direct the Miners Hostel staff to work properly and must not be misguided that they are governed by the C.R.O." Ext. W3 is a letter dated August, 1962 written by the Chairman, Central Hostel Committee to the Manager Kharkharee Colliery. The first two paragraphs are in these terms: "Shri B. B. Singh was recommended by you for appointment as Hostel Superintendent. The Chairman, Central Hostel Committee has approved his name as Hostel Superintendent...." These Exhibits tend to indicate that Brij Bhushan was an employee of the Bharat Mining Corporation Ltd. and not of the C.R.O.

36. But it is not possible to give any definite opinion on this point without further evidence. For example, it is not known to what extent the rules and regulations framed by the Central Hostel Committee were implemented. It appears that the C.R.O. was asserting its authority in spite of the decisions of the Central Hostel Committee as contained in Ext. W4. Brij Bhushan no doubt used to receive his pay and other allowances from the management of the colliery, but he was required to submit his bill to the colliery for payment. He received payment not only for himself but also for the Assistant Supervisors. Evidently, Brij Bhushan's name was not included in the muster roll of the colliery. According to Mr. Chowdhury, Ext. W4 conclusively proves that Brij Bhushan was an employee of the colliery. But from the materials on record it is not possible to say whether the recommendations of the Central Committee as embodied in Ext. W4 were implemented. The Hon'ble High Court at Patna has held in *Chandrabali v. Tata Iron & Steel Co.* 1965 (II) L.L.J. 214 that a C.R.O. miner is a workman under the colliery. But Brij Bhushan was not a miner. He was a Hostel Superintendent. It has been pointed out by the High Court at Patna that a C.R.O. miner is under a double control. But in the case of Brij Bhushan the materials on record show that the colliery authorities had very little control over him. On 30th November, 1965 the Manager of the colliery wrote to Brij Bhushan complaining about the conduct of the subordinate Hostel Staff and requested Brij Bhushan to direct the Miners Hostel Staff to work properly (Ext. W17). This shows that he occupied more or less an independent position. I do not want to dilate upon this point any more. As indicated above, in the absence of further evidence I am not in a position to decide whether Brij Bhushan was an employee of the colliery or of the C.R.O., nor is it necessary for me to decide this point in view of my other findings. I am, therefore, keeping this point open.

37. The last of the preliminary issues raised by Mr. Bose is whether there could be any dispute with the Kharkharee Colliery. It may be remembered that Brij Bhushan was transferred to the Churi Colliery with effect from the 1st of October, 1967 and that he drew his pay and other allowances from the Churi colliery for the last three months of 1967. Brij Bhushan no doubt says in his deposition that he was transferred temporarily with the assurance that he would be brought back to the Kharkharee Colliery after 2 or three months. He further says that he objected to the transfer. These statements of Brij Bhushan are not corroborated by other materials on record. I am not prepared to accept his uncorroborated testimony on this point. Ext. M6 rather shows that he was voluntarily transferred to the Churi Colliery. Ext. M6, a letter dated the 27th of September, 1967 written

by Brij Bhusan to the Executive Officer, C.R.O., ends with these words: 'In the end I would like to say that I shall shift the camp to Churi as soon as the payment.....are finalised on the promised date'. The opening line also indicates that the camp was shifted to the Churi Colliery at the instance of the C.R.O. Ext. M5 shows that Brij Bhusan was transferred to various collieries from time to time by the C.R.O. between 1959 and 1967, though he worked continuously at the Kharkharee Colliery from 1st August, 1961 till his transfer to the Churi Colliery in October, 1967. Immediately before the 1st of January, 1968 he was undoubtedly employed at the Churi Colliery. Brij Bhusan claims to be an employee of the Kharkharee Colliery before his transfer to the Churi Colliery. If that be so, he must be treated as the employee of the Churi Colliery after his transfer to that colliery. It is in evidence that the Churi Colliery belongs to the United Karanpura Collieries Ltd., whereas the Kharkharee Colliery belongs to the Bharat Mining Corporation Ltd. The two companies are different entities in the eye of law. Mr. Chowdhury says that both the collieries are under the same management. But there is no averment to that effect in the written statement of Brij Bhusan. Materials on the record on this point is too meagre. It appears that some of the Directors are common. It appears that the representative of the Kharkharee Colliery stated before the Conciliation Officer that the management of both the collieries are the same. But it is not known who is in charge of the management of both the collieries. No conclusion can be drawn on such vague statements before the Conciliation Officer. Even assuming that the Bharat Mining Corporation Ltd., owner of the Kharkharee Colliery is in virtual management of the Churi Colliery, even then during the last three months of 1967 he could not be regarded as an employee of the Bharat Mining Corporation Ltd.

38. Reference may be made once more to the case of Sindhu Resettlement Corporation Ltd. v. Industrial Tribunal, Gujarat, 1968 (1) L.L.J. 834: In that case too the concerned workman was transferred from Sindhu Corporation to Hotchief Private Ltd., which was a subsidiary of the former. Being a subsidiary, Hotchief Ltd. was controlled by Sindhu Corporation. The service of the workman concerned was terminated by Hotchief Ltd. The Supreme Court held that on transfer the service of the workman concerned came to an end and that when he was retrenched by Sindhu Hotchief he could not claim reinstatement in the Sindhu Corporation. On the same principle, Brij Bhusan in the instant case cannot ask for employment in the Kharkharee Colliery as his services were terminated by the Churi Colliery, even if it be assumed that the two collieries are virtually under the same management. In the Sindhu Corporations' case the Corporation merely stated that with effect from a specified date the services of the workman concerned were placed at the disposal of Sindhu Hotchief. No specific order was passed terminating his services in the Corporation. In the instant case Brij Bhusan was really transferred by the C.R.O. and he joined the Churi Colliery of his own accord. If he regarded himself as the employee of the Kharkharee Colliery while he served in that colliery on being transferred by the C.R.O. from some other colliery, there is no reason why he should not consider himself as the employee of the Churi Colliery while he served in that colliery. The workman concerned in the Sindhu Corporation case served under Hotchief for more than five years, whereas in the instant case Brij Bhusan worked in the Churi Colliery only for three months. In my opinion, that is of no consequence. I, therefore, hold that Brij Bhusan is not entitled to raise any dispute with the Kharkharee Colliery on the ground of his termination of services, because his service was in fact terminated by the Churi Colliery.

39. To sum up what has been stated above, the present reference is incompetent on the following grounds: (1) that Brij Bhusan, the concerned workman or the union did not raise the instant dispute with the management of the Kharkharee Colliery, (2) that Brij Bhusan cannot be regarded as a workman within the meaning of the Industrial Disputes Act; and (3) that Brij Bhusan is not entitled to raise the instant dispute with the management of the Kharkharee Colliery, his services having been terminated by the management of the Churi Colliery. Hence I am compelled to pass a 'no dispute' award and to hold that the concerned workman is not entitled to claim any relief whatsoever from the management of the Kharkharee Colliery. I award accordingly.

40. A copy of this award may be forwarded to the Central Government under section 15 of the Industrial Disputes Act, 1947.

(Sd.) A. C. SEN,  
Presiding Officer,

[No. 2/165/63-LRII.]

*New Delhi, the 23rd June 1971*

S.O. 2493.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the management of Ghugus Colliery of Messrs Ballarpur Collieries Company, Post Office Maneckpur, District Chandrapur, Madhya Pradesh and their workmen, which was received by the Central Government on the 17th June, 1971.

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
JABALPUR**

*Dated April 27, 1971*

**PRESENT:**

Shri M. Chandra, Presiding Officer.

CASE No. CGIT/LC(R)(11) OF 1970

UNDER SECTION 10 I.D. ACT

**PARTIES:**

Employers in relation to the management of Ghugus Colliery of Messrs Ballarpur Collieries Co., P.O. Maneckpur, District Chandrapur (M.S.) represented through the Vidharbha Khan Kamgar Sangh, Chandrapur (M.S.)

**APPEARANCES:**

*For Workmen*—Sri Nizamuddin, workman concerned.

*For employers*—Sri R. K. Singh, Labour Officer.

INDUSTRY: Coal Mine

DISTRICT: Chandrapur (MS)

**AWARD**

This is a reference under Section 10 of the Industrial Disputes Act. By an order No. 5/13/70-LR.II dated 22nd October, 1970 the Central Government referred to this Tribunal the following dispute as given in the schedule attached to the order of reference:—

“Whether the management of Ghugus Colliery of Messrs Ballarpur Collieries Company was justified in terminating the services of Shri Nizamuddin son of Shri Maiku, Dresser with effect from the 1st January, 1970? If not, to what relief is the workman entitled?”

Shri Nizamuddin, the workman, was granted 12 days leave with effect from 17th December, 1969 on account of the illness of his wife. He returned from his village to rejoin his duties on 4th February, 1970. Before that the management wrote to him on 20th January, 1970 that his services stood automatically terminated since he had failed to return within 10 days of the expiry of his leave and also failed to explain to the satisfaction of the management his inability to return immediately on the expiry of the leave. Consequently he was not allowed to join his duties on 4th February, 1970 when he wanted to do so.

Briefly stated the workmen's case was this. He had gone on leave to see his ill wife at the village Barwelikhalsa in district Allahabad in Uttar Pradesh. There was nobody else to look after her. Sri Nizamuddin had to look after her and to do the household work. He himself fell ill at the village and was under the treatment of Dr. Inder Kumar Maheshwari from 22nd December, 1969 to 20th January, 1970. He wrote to the management about his inability to return for duty and requested for “the extension of 20 days leave”. This letter was received by the Manager, Ghugus Colliery, on 6th January, 1970 but no reply was sent to him. He became weak because of his illness. Moreover, his mother-in-law died on or about 19th January, 1970. Consequently, he applied again for extension of leave for 15 days and sent a registered letter on 22nd January, 1970. He received no reply to this letter also. On 28th January, 1970 he received all of a sudden a letter from the Manager Ghugus Colliery saying that his services stood automatically terminated. He then reached Ghugus on 3rd February, 1970 after two days journey and presented himself in the Colliery on 4th February, 1970, but was not allowed to work by Sri Memidwar. As desired by the Manager Sri Nizamuddin submitted an apology to him on 10th February, 1970. The Manager ordered that the worker should be allowed to go on work and asked him to join his duties on 11th February, 1970. But Sri Murty Babu did not permit him to join his duties and asked him to wait for the arrival of the Manager who had gone to Nagpur. On



16th February, 1970 he was again asked to wait. He was continuously going to the office till 20th February, 1970. On that date the Manager abused him and did not allow him to join his duties. When he asked for return of his apology letter Sri Saran tore the portion of the letter where he had passed the order in the margin and handed over the letter to Sri Nizamuddin. He claims that although he had worked for 12 years his services were illegally terminated by the Manager without reasonable cause with a *mala fide* intention to cause him inconvenience, trouble and harassment. He thus prayed for reinstatement with back wages from the date of the termination of his services.

The non-applicant denies that the worker was under the treatment of Dr. Inder Kumar Maheshwari from 22nd December, 1969 to 20th January, 1970 and that the worker sent any application for extension of his leave. All that the worker did, according to the management, is that he sent a medical certificate dated 18th January, 1970. The management alleges that Sri Nizamuddin's services were not terminated by the Manager but stood automatically terminated because of his overstay after sanctioned leave under Standing Orders 7(f). The certificate of 18th January, 1970, according to the management, is vague and has been obtained by the worker with an ulterior motive. It is further contended by the management that since the services of the worker stood automatically terminated, there was no question of their being a dispute regarding a justification for termination of Sri Nizamuddin's services and the reference is consequently bad in law and beyond the jurisdiction of this Tribunal. It is further alleged that the Union representative agreed on 28th March, 1970 before the Asstt. Labour Commissioner not to press the matter and that thereafter no dispute remained.

The workmen replies that the alleged Standing Order has been misinterpreted by the management, that he was not given any occasion to explain as to why he could not join his duty in time and that as the workman had been sending petitions for extension of his leave he could not be said to be unable to explain his delay. The question of the justification for termination has consequently been, says the workman, rightly referred to this Tribunal and is within its jurisdiction.

The following issues now arises for determination:—

Issues:—

1. Whether the management of Ghugus Colliery of Messrs Ballarpur Collieries Company was justified in terminating the services of Shri Nizamuddin son of Shri Maiku, Dresser with effect from the 1st January, 1970? If not, to what relief is the workman entitled?
2. Do the services of the workman stand automatically terminated under Standing Orders 7(f)? If so, is the reference bad in law and beyond the jurisdiction of this Court?
3. Did the Union representative on behalf of the worker agree not to press the matter before the Asstt. Labour Commissioner on 28th March, 1970. If so, its effect?

Findings:—

Issue No. 1.—Clause 7(f) of the Standing Orders runs as follow:—

"(f) If a workman remains absent beyond the period of leave originally granted or subsequently extended, he shall lose his lien on his appointment unless:

- (a) returns within 10 days of the expiry of his leave, and
- (b) explains to the satisfaction of the Manager his inability to return on the expiry of his leave.

In case, the workman loses his lien on the appointment he shall be entitled to be kept on the "Badli" list.

Notwithstanding anything mentioned above any workman who overstays his sanctioned leave or remains absent without reasonable cause will render himself liable for disciplinary action"

This clause clearly provides that if the applicant does not return within 10 days of the expiry of his leave and explains to the satisfaction of the Manager his inability to return on the expiry of his leave he loses his lien on the appointment. The loss of lien is automatic. It was held in *National Engineering Industries Ltd. Vs. Hanuman* (1967-II-LLJ 883) that once a workman loses his lien on appointment he loses the appointment itself.

In the present case, it is admitted that the workman did not return within 10 days of the expiry of his original leave. The allegation of the workman is that the workman applied for extension of leave by the Manager Ghugus Colliery on 6th January, 1970. It is also alleged that since no reply was sent the workman took it for granted that his leave had been sanctioned. Another application dated 19th January, 1970 for further extension of leave is also alleged by the workman to have been sent to the management. But neither of these applications have been proved. Sri Sukhdev (E.W. 1) Manager Ghugus Colliery stated on oath that no application for extension of leave by Sri Nizamuddin after the expiry of his leave was received by him. He categorically stated that no registered application was received from Sri Nizamuddin for extension of his leave. I do not see any reason to disbelieve his sworn testimony on the point.

It is true that Sri Krishna Autar Bajpal (W.W. 2) states that on 31st December, 1969 a registered letter was sent to the Manager Ghugus Colliery, Chanda and that usually a registered letter is not lost. He, however, admits that the registered letter was not sent acknowledgement due and so it could not be said whether it was actually received in the colliery office. Sri Nizamuddin (W.W. 1) certainly stated that he applied for extension of leave for 20 days on 31st of January and that he sent a second application for extension of leave on 22nd January, 1970. He does not say that he sent any letter for extension of leave on 31st December, 1969. He was repeatedly asked whether he fell ill in December 1969 but he continued with his statement that he fell on 31st of January, 1970. It is contended that he was only making a mistake in respect of the month and that it was really sent on 31st of December, 1969. But then Sri Nizamuddin was also asked as to what he sent in those two registered covers. He said that in both the registered envelopes he sent only medical certificates of the Doctor. It cannot, therefore, be said that it has been established that the applicant applied for extension of leave twice or even once. It is on 4th February, 1970 that the applicant came to the Manager for the first time. There is nothing to show that he was not allowed to join as alleged by the workman. He is himself a highly interested witness. It is consequently not possible to rely on his uncorroborated statement.

He alleges that he was ill. Was he really ill? Dr. Inder Kumar Maheshwari has come into the witness box. But it is not possible to rely on his statement. Dr. Maheshwari says that he treated Sri Nizamuddin with effect from 28th December 1969 till 21st January, 1970. He says that Sri Nizamuddin was being treated for Typhoid and that his temperature on 28th December, 1969 was 104.5. He says that Sri Nizamuddin used to come to him for treatment during his illness and came on 31st December, 1st January, 3rd January and 6th January. Only one of the certificates is on record. It is highly improbable that a person having 104.5 degrees temperature and suffering from Typhoid would come almost every day for treatment. The doctor says that he was given no injection. While Sri Nizamuddin himself stated that the doctor gave him injections in addition to a mixture to drink and that he went to the doctor's dispensary daily for the entire period of 35 days. In his statement of demands Sri Nizamuddin said that he had been under the treatment of Dr. Maheshwari with effect from 22nd December, 1969. But in the witness box he said that he fell ill on 31st January, 1970 even after the date he had stated in the statement of demands was pointed out to him. Dr. Maheshwari also does not say that Sri Nizamuddin came to him earlier than 28th December, 1969. When Ex. W/6 was shown to him all that the witness said that he might have gone to see Sri Nizamuddin on 21st December, 1969 also. It is not possible to rely on the statement of either the doctor or Sri Nizamuddin regarding his illness.

There is consequently nothing to show that his lien continued against the provisions of Clause 7(f) of the Standing Orders. In *Workmen of Buckingham and Carnatic Mill Vs. Buckingham and Carnatic Company* (1970-I-LLJ p. 26) it was held that Standing Orders certified under the Industrial Employment (Standing Orders) Act, 1948 became statutory terms and conditions of the service and will govern relationship between the parties.

The result is that the termination of the services of Sri Nizamuddin with effect from 1st of January 1970 which was really an automatic termination under Clause 7(f) of the Standing Orders cannot be said to be either illegal or unjustified. Therefore no other relief can be given to him except that he was entitled to be kept on the Badli list under Cl. 7(f) of the Standing Orders.

*Issue No. 2.*—It is true that the services of the workman stood automatically terminated as held under issue No. 1. but the dispute had been raised before the Conciliation Officer that the termination of the services of Sri Nizamuddin was illegal and mala fide and was unjustified. This was, therefore, a subject matter

of dispute between a workman and the employer and the reference cannot therefore be said to be bad in law and beyond the jurisdiction of this Court.

*Issue No. 3.*—All that annexure 2 shows is that the Union leader agreed on 28th March, 1970 not to press that matter before the Asstt. Labour Commissioner (Central). It cannot be said that the matter was entirely given up and cannot be raised again. It was in fact reopened twice by the Conciliation Officer himself. The reference cannot therefore be said to be bad in law merely because the Union representative agreed not to press the matter before the Asstt. Labour Commissioner. I find this issue against the non-applicant.

In view of my finding on Issue No. 1, the workman is not entitled to any relief except that his name should be kept on the Badli list. The award is made accordingly and submitted to the Central Government. In the circumstances of the case, there is no order as to costs.

(Sd.) M. CHANDRA,  
Presiding Officer.

*Dated the 27th April, 1971.*

[No. 5/13/70-LR.II.]

R. KUNJITHAPADAM, Under Secy.

